HUBSPOT INC

FORM 10-K
(Annual Report)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(MARK ONE)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM TO

Commission File Number 001-36680

HubSpot, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**20-2632791**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

25 First Street
Cambridge, Massachusetts, 02141
(Address of principal executive offices)

(888) 482-7768
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☒ NO ☐

Indicate by check mark whether the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted every Interactive Data file required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The aggregate market value of common stock held by non-affiliates of the registrant, based on the closing price of the registrant's common stock on June 30, 2018, as reported by the New York Stock Exchange on such date was approximately $4,536,600,064. Shares of the registrant's common stock held by each executive officer, director and holder of 5% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

On February 11, 2019, the registrant had 39,613,020 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement for its 2019 Annual Meeting of Stockholders are incorporated by reference in Part III of this Annual Report on Form 10-K. Such Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates. Except with respect to information specifically incorporated by reference in this Form 10-K, the Proxy Statement is not deemed to be filed as part of this Form 10-K.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and these statements involve substantial risks and uncertainties. All statements other than statements of historical fact contained in this Annual Report on Form 10-K are forward-looking statements. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as "may," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. Forward-looking statements contained in this Annual Report on Form 10-K include, but are not limited to, statements about:

- our future financial performance, including our expectations regarding our revenue, cost of revenue, gross margin and operating expenses;
- maintaining and expanding our customer base and increasing our average subscription revenue per customer;
- the impact of competition in our industry and innovation by our competitors;
- our anticipated growth and expectations regarding our ability to manage our future growth;
- our anticipated areas of investments, including sales and marketing, research and development, customer service and support, data center infrastructure and service capabilities, and expectations relating to such investments;
- our predictions about industry and market trends;
- our ability to anticipate and address the evolution of technology and the technological needs of our customers, to roll-out upgrades to our existing software platform and to develop new and enhanced applications to meet the needs of our customers;
- our ability to maintain our brand and inbound marketing, selling and servicing thought leadership position;
- the impact of our corporate culture and our ability to attract, hire and retain necessary qualified employees to expand our operations;
- the anticipated effect on our business of litigation to which we are or may become a party;
- our ability to successfully acquire and integrate companies and assets;
- the U.S. federal tax consequences due to dividends received as part of the move to a territorial tax system for foreign subsidiary earnings;
- our plans regarding declaring or paying cash dividends in the foreseeable future; and
- our ability to stay abreast of new or modified laws and regulations that currently apply or become applicable to our business both in the United States and internationally.

We caution you that the for egoing list may not contain all of the forward-looking statements made in this Annual Report on Form 10-K.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Annual Report on Form 10-K primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in "Risk Factors" and elsewhere in this Annual Report on Form 10-K. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Annual Report on Form 10-K. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this Annual Report on Form 10-K relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Annual Report on Form 10-K to reflect events or circumstances after the date of this Annual Report on Form 10-K or to reflect new information or the occurrence of unanticipated events, except as required by law.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

In this Annual Report on Form 10-K, the terms "HubSpot," "we," "us," and "our" refer to HubSpot, Inc. and its subsidiaries, unless the context indicates otherwise.

PART 1

ITEM I. BUSINESS

Overview

We provide a cloud-based marketing, sales, and customer service software platform, which we refer to in this document as our Growth Platform, that enables businesses to grow better. At HubSpot, we're committed to helping our customers grow better, which means helping them grow without compromise, always solving for the customer, and creating a better experience for customers and company alike. To that end, our Growth Platform, comprised of Marketing Hub, Sales Hub, Service Hub, and a free customer relationship management, or CRM system, features integrated applications and tools that enable businesses to create a relevant and cohesive customer experience throughout the customer lifecycle.

We focus on selling to mid-market business-to-business, or B2B, companies, which we define as companies that have between 2 and 2,000 employees. We sell our Growth Platform on a subscription basis. In 2018, our total revenue was $513.0 million, and we incurred net losses of $63.8 million. As of December 31, 2018, we had 2,638 full-time employees and 56,628 total customers of varying sizes in more than 100 countries.

Our company was formed as a limited liability company in Delaware on April 4, 2005. We converted to a Delaware corporation on June 7, 2007. Our principal executive offices are located at 25 First Street, Cambridge, Massachusetts, and our main telephone number is 888-482-7768 . Our website address is https://www.hubspot.com. Information contained on or that can be accessed through our website does not constitute part of this Annual Report on Form 10-K, and inclusions of our website address in this Annual Report on Form 10-K are inactive textual references only.

The HubSpot Approach

We provide our Growth Platform to enable businesses to attract, engage, and delight customers throughout the customer lifecycle. Our Growth Platform features a central database of lead and customer interactions and integrated applications to help businesses attract visitors to their websites, convert visitors into leads, close leads into customers, and delight customers so they become promoters of those businesses.

Designed to Help Companies Grow Better. Our Growth Platform was architected from the ground up to enable businesses to transform their marketing, sales, and services playbook to meet the demands of today's customers. Our Growth Platform includes integrated applications and tools that help businesses efficiently attract more customers through search engine optimization, social media, blogging, marketing automation, and other useful content. In addition, our Growth Platform is designed to help businesses personalize and optimize interactions with their customers through website content management, messaging, chatbots, landing pages, ticketing, knowledge base and emails.

Ease of Use of an Expansible Platform. We provide a set of integrated applications on a common platform, which offers businesses ease of use and simplicity. Our Growth Platform has one login, one user interface, one inbound database, and one team for support. Our Growth Platform is designed to be used by people without technical training, does not require an expert or technical system administrator, and was built to make it easy to get started. In addition to being a comprehensive suite itself, our Growth Platform seamlessly integrates with hundreds of external applications, making it easy to extend the functionality of our Growth Platform and customize it for any business.

Power of a Unified Customer View. At the core of our Growth Platform is a single CRM database for each business that captures its lead and customer activity throughout the customer lifecycle. Our Growth Platform creates a unified timeline incorporating all the interactions with a particular customer. With our Conversations tool, our Growth Platform also centralizes all conversations in a universal inbox that gives sales, marketing, and customer service teams one place to view, manage, and reply to all conversations — regardless of the messaging channel they came from.

Scalability. Our Growth Platform was designed and built to serve a large number of customers and with demanding use cases. Our Growth Platform currently processes billions of data points each week, and we use leading global cloud infrastructure providers and our own automation technology to dynamically allocate capacity to handle processing workloads of all sizes. We have built our Growth Platform on modern technologies, including HBase, Kafka, and Elastic Search, which we believe are more scalable than traditional database technologies. Our scalability gives us flexibility for future growth and enables us to service a large variety of businesses of different sizes across different industries.

Extendable and Open Architecture. Our Growth Platform features a variety of open APIs that allows easy integration of our platform with other applications. We enable our customers to conne ct our platform to their other applications, such as ecommerce , event management and videoconferencing applications. By connecting third-party applications, our customers can leverage our centralized inbound database to perform additional functions and ana lysis.

Our Competitive Strengths

We believe that our market leadership position is based on the following key strengths:

Leading Platform. We have designed and built a world-class Growth Platform. We believe our customers choose our Growth Platform over others because of its powerful, integrated, and easy-to-use applications.

Market Leadership and Strong Brand. We are a recognized thought leader in the cloud-based marketing, sales, and customer service software industry with a leading brand. Our founders, Brian Halligan and Dharmesh Shah, wrote the best-selling marketing book *Inbound Marketing: Get Found Using Google, Social Media and Blogs.* An inbound marketing, sales, and service experience attracts, engages, and delights customers by being more relevant, more helpful, more personalized, and less interruptive than traditional marketing and sales tactics. Our INBOUND conference is one of the largest inbound industry conference events with registered attendance increasing from 1,100 in 2011 to over 24,000 in 2018.

Large and Growing Partner Program. Thousands of agencies and consultants worldwide, which we refer to as our Partners, promote our brand and offer our Growth Platform to their clients. Partners and customers referred to us by our Partners represented approximately 36% of our Total Customers, as defined in our Key Business Metrics in Item 7, as of December 31, 2018, and approximately 40% of our revenue for the year ended December 31, 2018. These Partners help us to promote the vision of the inbound experience, efficiently reach new mid-market businesses at scale, and provide our mutual customers with more diverse and higher-touch services.

Mid-Market Focus. We believe we have significant competitive advantages reaching mid-market businesses and efficiently reach this market at scale as a result of our inbound methodology, freemium pricing strategy, and our Partner channel. Through our freemium products, our customers are able to receive value from HubSpot before converting to a paid product or engaging with sales.

Powerful Network Effects. We have built a large and growing ecosystem around our Growth Platform and company. Thousands of our customers integrate third-party applications with our Growth Platform. We believe this ecosystem drives more businesses and professionals to embrace the inbound playbook. As our engaged audience grows, more Partners collaborate with us, more third-party developers integrate their applications with our Growth Platform, and more professionals complete our certification programs, all of which help to drive more businesses to adopt our Growth Platform.

Our Growth Strategy

The key elements to our growth strategy are:

Grow Our Customer Base. The market for our Growth Platform is large and underserved. Mid-market businesses are particularly underserved by existing point application vendors and often lack sufficient resources to implement complex solutions. Our all-in-one Growth Platform allows mid-market businesses to efficiently adopt and execute an effective inbound marketing, sales, and customer service strategy to help them expand and grow. We will continue to leverage our inbound go-to-market approach, freemium pricing strategy and our network of Partners to keep growing our business.

Increase Revenue from Existing Customers. With 56,628 Total Customers in more than 100 countries spanning many industries, we believe we have a significant opportunity to increase revenue from our existing customers. We plan to increase revenue from our existing customers by expanding their use of our Growth Platform by upselling additional offerings and features, adding additional users, and cross-selling our marketing, sales, and service products to existing customers through touchless or low touch in-product purchases. Our scalable pricing model allows us to capture more spend as our customers grow, increase the number of their customers and prospects managed on our Growth Platform, and offer additional functionality available from our higher price tiers and add-ons, providing us with a substantial opportunity to increase the lifetime value of our customer relationships.

Keep Expanding Internationally. There is a significant opportunity for our Growth Platform outside of the United States. As of December 31, 2018, approximately 43% of our Total Customers were located outside of the United States and these customers generated approximately 37% of our total revenue for the year ended December 31, 2018. We sell to those international customers from our U.S., European, Asia Pacific, and South American based operations. We intend to grow our presence in international markets through additional investments in local sales, marketing and professional service capabilities, as well as by leveraging our Partner network. We have opened six international offices and plan to open additional international offices. We already have significant website traffic from regions outside the United States, and we believe that markets outside the United States represent a significant growth opportunity.

Continue to Innovate and Expand Our Growth Platform. Mid-market businesses are increasingly realizing the value of having an integrated marketing, sales, and customer service p latform. We believe we are well positioned to capitalize on this opportunity by introducing new products and applications to extend the functionality of our Growth Platform. For example, in 2018 we announced the availabili ty of new Sales Hub Enterprise and Service Hub offerings , as well as numerous updates to our Marketing Hub Starter and Marketing Hub Enterprise product s.

Selectively Pursue Acquisitions. We plan to selectively pursue acquisitions of complementary businesses, technologies and teams that would allow us to add new features and functionalities to our platform and accelerate the pace of our innovation.

Our Growth Platform

Our Growth Platform, comprised of Marketing Hub, Sales Hub, Service Hub, and a free CRM, features integrated applications and tools that enable companies to create a cohesive and adaptable customer experience. Each Hub can be used standalone or in conjunction with the other Hubs. Our Hubs are available in both free and paid tiers (i.e., Starter, Professional and Enterprise) with gradually increasing levels of functionality that support the needs of our customers as they see success with our tools and their businesses grow.

HubSpot CRM

The core of our Growth Platform, the HubSpot CRM, is a single database of lead and customer information that allows businesses to track their interactions with contacts and customers, manage their sales activities, and report on their pipeline and sales. This allows a complete view of lead and customer interactions across all of our integrated applications, giving our Growth Platform substantial power. This integration makes it possible to personalize every aspect of the customer interaction across web content, social media engagement, and email messages across devices, including mobile. The integrated applications on our Growth Platform have a common user interface, are accessed through a single login, and are based on our CRM database. HubSpot CRM is a free product that can be used standalone, or with any combination of Marketing Hub, Sales Hub, and/or Service Hub.

Marketing Hub

Marketing Hub is an all-in-one toolset for marketers to attract, engage, and nurture new leads towards sales readiness over the entire customer lifecycle. Marketing Hub is available in both free and paid tiers, and can be used standalone, with HubSpot CRM, and/or any version of Sales Hub or Service Hub. Features include: marketing automation and email, social media, search engine optimization (SEO), CRM Sync, and reporting and analytics.

Sales Hub

We designed Sales Hub to enhance the productivity and effectiveness of sales teams. Businesses can empower their teams with tools that deliver a personalized experience for prospects with less work for sales representatives. Sales Hub is available in both free and paid tiers, and can be used with HubSpot CRM, a third party CRM system, and/or any version of Marketing Hub or Service Hub. Features include: email templates and tracking, conversations and live chat, meeting and call scheduling, lead and website visit alerts, sales automation, and lead scoring.

Service Hub

Service Hub is our customer service software that is designed to help businesses manage and connect with customers. Service Hub is available in free and paid tiers, and can be used standalone, with HubSpot CRM Free, and/or any version of Marketing Hub or Sales Hub. Features include: conversations and live chat functionality, conversational bots, tickets and help desk, automation and routing, knowledge base, team emails, feedback and reporting tools, and customer goals.

HubSpot CMS

HubSpot CMS combines the power of content relationship management and a content management system into one integrated platform. Our content tools enable businesses to create new and edit existing web content while also personalizing their websites for different visitors and optimizing their websites to convert more visitors into leads and customers. HubSpot CMS can be purchased as a standalone product and/or with any version of Marketing Hub, Sales Hub, or Service Hub. Features include: website pages, business blogging, smart content, landing pages and forms, SEO tools, forms and lead flow, web analytics reporting, calls-to-action, and file manager.

Platform Partners

Businesses that use software outside of HubSpot can leverage our ecosystem of certified third-party integrations. We make it easy to find and install new or existing software solutions that complement our Growth Platform. Over 200 certified integrations are available for our users, across a wide range of categories, including integrations with leading social media, email, sales, video, analytics, content and webinar tools.

Our Services

We complement our product offerings with professional services and support. The majority of our services and support is offered over the phone and via web meeting technology rather than in-person, which is a more efficient business model for us and more cost-effective for our customers.

Professional Services. We offer professional services to educate and train customers on how to leverage our Growth Platform and inbound methodology to transform how their business attracts, engages and delights customers. Depending on which product plan and professional services a customer buys, they receive one-on-one training and advice from one of our implementation specialists by phone and web meeting and can purchase additional group training and education in online or in-person classes. Our professional services are also available to customers who need additional assistance on a one-time or ongoing basis for an additional fee.

Support. In addition to assistance provided by our online articles and customer discussion forums, we offer phone and/or email and chat based support, which is included in the cost of a subscription for our Marketing, Sales, and Service Hub products. Phone support is available starting at the Professional product level for each Hub. We strive to maintain an exceptional quality of customer service. We continuously monitor key customer service metrics such as phone hold time, ticket response time and ticket resolution rates, and we monitor the customer satisfaction of our customer support interactions. We believe our customer support is an important reason why businesses choose our Growth Platform and recommend it to their colleagues.

Our Total Customers

As of December 31, 2018, we had 56,628 Total Customers in more than 100 countries, representing many industries. No single customer represented more than one percent of our revenue in 2018, 2017 or 2016.

Our Technology

Our 56,628 Total Customers have chosen us as their marketing, sales, or customer service platform, which we architected and built to be secure, highly distributed and highly scalable. Since our founding, we have embraced rapid, iterative product development lifecycles, cloud automation and open-source technologies, including big data platforms, to power marketing, sales and service programs and provide insights not previously possible or available.

Our Growth Platform is a multi-tenant, single code-based, globally available software-as-a-service delivered through web browsers or mobile applications. Our commitment to a highly available, reliable, and scalable platform for businesses of all sizes is accomplished through the use of these technologies.

Modern Database Architecture. We process billions of data points weekly across various channels, including social m edia, email, SEO and website visits, and continue to drive nearly real-time analytics across these channels. This is possible because we built our database from the ground up using distributed big data technologies such as HBase, Kafka, and Elastic Search to both process and analyze the large amounts of data we collect in our inbound database. Using modern database technologies, we can provide actionable insights across disparate data-sets in a manner not easily achievable or cost effective, at scale or eff iciently, with traditional databases or platform architectures.

Agility. Our infrastructure and development and software release processes allow us to update our platform for specific groups of customers or our entire customer base at any time. This means we can rapidly innovate and deliver new functionality frequently, without waiting for quarterly or annual release cycles. We typically deploy updates to our software platform hundreds of times a week, enabling us to gather immediate customer feedback and improve our product quickly and continuously.

Cost leverage. Because our Growth Platform was built on an almost exclusive footprint of open-source software and designed to operate in cloud-based data-centers, we have benefited from large-scale price reductions by these cloud computing service providers as they continue to innovate and compete for market share. As our processing volume continues to grow, we continue to receive larger volume discounts on a per-unit basis for costs such as storage, bandwidth and computing capacity. We also believe that our extensive use of open-source software will provide additional leverage as we scale our Growth Platform and infrastructure.

Scalability. By leveraging leading cloud infrastructure providers along with our automated technology stack, we are able to scale workloads of varying sizes at any time. This allows us to handle customers of all sizes and demands without traditional operational limitations such as network bandwidth, computing cycles, or storage capacity as we can scale our platform on-demand.

Reliability. Customer data is distributed and processed across multiple data centers within a region to provide redundancy. We built our Growth Platform on a distributed computing architecture with no single points of failure and we operate across data-center boundaries daily. In addition to data-center level redundancy, this architecture supports multiple live copies of each data set along with snapshot capabilities for faster, point-in-time data recovery instead of traditional backup and restore methodologies.

Security. We leverage industry standard network and perimeter defense technologies, DDoS protection systems (including web application firewalls) and enterprise grade DNS services across multiple vendors. Our data-center providers operate and certify to high industry compliance levels. Due to the broad footprint of our customer base, we regularly test and evaluate our platform with trusted third-party vendors to ensure the security and integrity of our services.

Marketing and Sales

We believe we are a global leader in implementing an inbound experience in marketing and sales. We believe that our marketing and sales model provides us with a competitive advantage, especially when targeting mid-market businesses, because we can attract and engage these businesses efficiently and at scale.

Inbound Marketing . Our marketing team focuses on inbound marketing and attracts new leads per month through our industry-leading blog and other content, free tools, large social media following, high search engine rankings and personalized website and email content. In addition, we are generating leads for new and add-on product purchases through content and offers delivered through our Growth Platform to existing customers.

Inbound Direct Sales. Our sales representatives are based in our offices in Cambridge, Massachusetts, Dublin, Ireland, Sydney, Australia, Singapore, Tokyo, Japan, Berlin, Germany, and Bogota, Columbia, and use phone, email, and web meetings to interact with prospects and customers. The majority of revenue generated by our sales representatives originates with inbound leads produced by our marketing efforts. In addition, through our recently launched freemium products and in-product cross-sell offerings, we are starting to close new business with little or no interaction by our sales representatives.

Inbound Channel Sales. In addition to our direct sales team, we have sales representatives that manage relationships with our worldwide network of Partners who both use our platform for their own businesses and also, on a commissioned basis, refer customers to us. These Partners collaborate with us not only to leverage our software platform and educational resources, but also to build their own business by offering new services and shifting their revenue mix to include more retainer-based business with a recurring revenue stream.

Culture and Employees

Transforming the business world to embrace the inbound experience requires a truly remarkable team. From the very beginning, our company was founded on a fundamental belief in radical transparency, individual autonomy, and enlightened empathy.

We are passionate about creating an inclusive company culture where employees can do their best work. Our Culture Code shares our core v alues and beliefs, including HEART (Humility, Empathy, Adaptability, Remark-ability, and Transparency), an acronym we use to describe what we believe makes a great employee. By recruiting people with HEART, investing in their personal and professional grow th, and making inclusive culture a business priority, we've been named a great place to work globally in 2018. This past year, HubSpot was named a Best Place to Work by Glassdoor, one of Boston Business Journal's Best Places to Work 2018, a Best Workplace for Women by Fortune, and a Best Workplace for Parents by Fortune. We were also honored in a number of categories by Comparably's workplace awards in 2018, including Best CEOs, Best Companies for Women, Best Companies for Diversity, Best Overall Company Cu lture, and the #1 Company for Employee Happiness.

As of December 31, 2018, we had 2,638 full-time employees, including 808 full-time employees located outside the United States. Although we have statutory employee representation obligations in certain countries, our U.S. employees are not represented by a labor union. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

Competition

Our market is evolving, highly competitive and fragmented, and we expect competition to increase in the future. We believe the principal competitive factors in our market are:

- vision for the market and product strategy and pace of innovation;
- inbound marketing focus and domain expertise;
- integrated all-in-one platform;
- breadth and depth of product functionality;
- ease of use;
- scalable, open architecture;
- time to value and total cost of ownership;
- integration with third-party applications and data sources; and
- name recognition and brand reputation.

We believe we compete favorably with respect to all of these factors.

We face intense competition from other software companies that develop marketing, sales and service software and from marketing services companies that provide interactive marketing services. Our competitors offer various point applications that provide certain functions and features that we provide, including:

- cloud-based marketing automation providers;
- email marketing software vendors;
- sales force automation and CRM software vendors
- customer service platform vendors; and
- large-scale enterprise suites.

In addition, instead of using our Growth Platform, some prospective customers may elect to combine disparate point applications, such as content management, marketing automation, analytics, social media management, ticketing, and conversational bots. We expect that new will develop and introduce, or acquire, applications serving customer-facing and other front office functions.

Intellectual Property

Our ability to protect our intellectual property, including our technology, will be an important factor in the success and continued growth of our business. We protect our intellectual property through trade secrets law, copyrights, trademarks, patents, and contracts. Some of our technology relies upon third-party licensed intellectual property. We have no issued U.S. patents and eight U.S. patent applications pending; two are provisional and six are non-provisional. In addition, we have filed three applications with the Patent Cooperation Treaty, which are currently pending. We intend to pursue additional patent protection to the extent we believe it would be beneficial and cost-effective.

In addition to the foregoing, we have established business procedures designed to maintain the confidentiality of our proprietary information, including the use of confidentiality agreements and assignment of inventions agreements with employees, independent contractors, consultants, and companies with which we conduct business.

Despite our efforts to protect our intellectual property, unauthorized parties may still copy or otherwise obtain and use our technology. In addition, we intend to continue to expand our international operations, and effective intellectual property, copyright, trademark and trade secret protection may not be available or may be limited in foreign countries. Any significant impairment of our intellectual property rights could harm our business or our ability to compete.

Financial Information About Segments

We operate as one operating segment. Operating segments are defined as components of an enterprise for which separate financial information is regularly evaluated by the chief operating decision makers or CODMs, which are our chief executive officer and chief operating officer, in deciding how to allocate resources and assess performance. The CODMs evaluate our financial information and resources and assess the performance of these resources on a consolidated basis. Since we operate in one operating segment, all required financial segment information can be found in the consolidated financial statements. See Footnote 7 within the consolidated financial statements for information by geographic area.

Available Information

Our website is located at http://www.hubspot.com, and our investor relations website is located at https://www.hubspot.com/investor-relations. Copies of our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are available, free of charge, on our investor relations website as soon as reasonably practicable after such reports are filed with, or furnished to, the Securities and Exchange Commission, or the SEC. The SEC also maintains a website at http://www.sec.gov that contains our SEC filings and other information regarding issuers that file electronically with the SEC.

We webcast our earnings calls and certain events we participate in or host with members of the investment community on our investor relations website. Additionally, we provide notifications of news or announcements regarding our financial performance, including SEC filings, investor events, press and earnings releases, and blogs as part of our investor relations website. We have used, and intend to continue to use, our investor relations website as means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Further corporate governance information, including our certificate of incorporation, bylaws, governance guidelines, board committee charters, and code of business conduct and ethics, is also available on our investor relations website under the heading “Corporate Governance.” The contents of our websites are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

Item 1A. RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and the other information in this Annual Report on Form 10-Kand in our other public filings before making an investment decision. Our business, prospects, financial condition, or operating results could be harmed by any of these risks, as well as other risks not currently known to us or that we currently consider immaterial. If any of such risks and uncertainties actually occurs, our business, financial condition or operating results could differ materially from the plans, projections and other forward-looking statements included in the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this report and in our other public filings. The trading price of our common stock could decline due to any of these risks, and, as a result, you may lose all or part of your investment.

Risk s Related to Our Business and Strategy

We have a history of losses and may not achieve profitability in the future.

We generated net losses of $63.8 million in 2018, $39.7 million in 2017, and $45.6 million in 2016. As of December 31, 2018, we had an accumulated deficit of $344.4 million. We will need to generate and sustain increased revenue levels in future periods to become profitable, and, even if we do, we may not be able to maintain or increase our level of profitability. We intend to continue to expend significant funds to grow our marketing, sales and customer service operations, develop and enhance our Growth Platform, scale our data center infrastructure and services capabilities and expand into new markets. Our efforts to grow our business may be more costly than we expect, and we may not be able to increase our revenue enough to offset our higher operating expenses. We may incur significant losses in the future for a number of reasons, including the other risks described in this Annual Report on Form 10-K, and unforeseen expenses, difficulties, complications and delays and other unknown events. If we are unable to achieve and sustain profitability, the market price of our common stock may significantly decrease.

We are dependent upon customer renewals, the addition of new customers, increased revenue from existing customers and the conti nued growth of the market for a Growth Platform .

We derive, and expect to continue to derive, a substantial portion of our revenue from the sale of subscriptions to our Growth Platform. The market for inbound marketing, sales and customer service products is still evolving, and competitive dynamics may cause pricing levels to change as the market matures and as existing and new market participants introduce new types of point applications and different approaches to enable businesses to address their respective needs. As a result, we may be forced to reduce the prices we charge for our platform and may be unable to renew existing customer agreements or enter into new customer agreements at the same prices and upon the same terms that we have historically. In addition, our growth strategy involves a scalable pricing model (including "freemium" versions of our products) intended to provide us with an opportunity to increase the value of our customer relationships over time as we expand their use of our platform, sell to other parts of their organizations, cross-sell our sales products to existing marketing product customers and vice versa through touchless or low touch in product purchases, and upsell additional offerings and features. If our cross-selling efforts are unsuccessful or if our existing customers do not expand their use of our platform or adopt additional offerings and features, our operating results may suffer.

Our subscription renewal rates may decrease, and any decrease could harm our future revenue and operating results.

Our customers have no obligation to renew their subscriptions for our platform after the expiration of their subscription periods, substantially all of which are one year or less. In addition, our customers may seek to renew for lower subscription amounts or for shorter contract lengths. Also, customers may choose not to renew their subscriptions for a variety of reasons. Our renewal rates may decline or fluctuate as a result of a number of factors, including limited customer resources, pricing changes, the prices of services offered by our competitors, adoption and utilization of our platform and add-on applications by our customers, adoption of our new products, customer satisfaction with our platform, mergers and acquisitions affecting our customer base, reductions in our customers' spending levels or declines in customer activity as a result of economic downturns or uncertainty in financial markets . If our customers do not renew their subscriptions for our platform or decrease the amount they spend with us, our revenue will decline and our business will suffer. In addition, a subscription model creates certain risks related to the timing of revenue recognition and potential reductions in cash flows. A portion of the subscription-based revenue we report each quarter results from the recognition of deferred revenue relating to subscription agreements entered into during previous quarters. A decline in new or renewed subscriptions in any period may not be immediately reflected in our reported financial results for that period, but may result in a decline in our revenue in future quarters. If we were to experience significant downturns in subscription sales and renewal rates, our reported financial results might not reflect such downturns until future periods.

We face significant competition from both established and new companies offering marketing, sales and customer service software and other related applications, as well as internally developed software, which may harm our ability to add new customers, retain existing customers and grow our business.

The marketing, sales and customer service software market is evolving, highly competitive and significantly fragmented. With the introduction of new technologies and the potential entry of new competitors into the market, we expect competition to persist and intensify in the future, which could harm our ability to increase sales, maintain or increase renewals and maintain our prices.

We face intense competition from other software companies that develop marketing, sales and customer service software and from marketing services companies that provide interactive marketing services. Competition could significantly impede our ability to sell subscriptions to our Growth Platform on terms favorable to us. Our current and potential competitors may develop and market new technologies that render our existing or future products less competitive, or obsolete. In addition, if these competitors develop products with similar or superior functionality to our platform, we may need to decrease the prices or accept less favorable terms for our platform subscriptions in order to remain competitive. If we are unable to maintain our pricing due to competitive pressures, our margins will be reduced and our operating results will be negatively affected.

Our competitors include:

- cloud-based marketing automation providers;
- email marketing software vendors;
- sales force automation and CRM software vendors; and
- large-scale enterprise suites.

In addition, instead of using our platform, some prospective customers may elect to combine disparate point applications, such as content management, marketing automation, CRM, analytics and social media management. We expect that new competitors, such as enterprise software vendors that have traditionally focused on enterprise resource planning or other applications supporting back office functions, will develop and introduce applications serving customer-facing and other front office functions. This development

could have an adverse effect on our business, operating results and financial condition. In addition, sales force automation and CRM system vendors could acquire or develop applications that compe te with our marketing software offerings. Some of these companies have acquired social media marketing and other marketing software providers to integrate with their broader offerings.

Our current and potential competitors may have significantly more financial, technical, marketing and other resources than we have, be able to devote greater resources to the development, promotion, sale and support of their products and services, may have more extensive customer bases and broader customer relationships than we have, and may have longer operating histories and greater name recognition than we have. As a result, these competitors may respond faster to new technologies and undertake more extensive marketing campaigns for their products. In a few cases, these vendors may also be able to offer marketing, sales and customer service software at little or no additional cost by bundling it with their existing suite of applications. To the extent any of our competitors has existing relationships with potential customers for either marketing software or other applications, those customers may be unwilling to purchase our platform because of their existing relationships with our competitor. If we are unable to compete with such companies, the demand for our Growth Platform could substantially decline.

In addition, if one or more of our competitors were to merge or partner with another of our competitors, our ability to compete effectively could be adversely affected. Our competitors may also establish or strengthen cooperative relationships with our current or future strategic distribution and technology partners or other parties with whom we have relationships, thereby limiting our ability to promote and implement our platform. We may not be able to compete successfully against current or future competitors, and competitive pressures may harm our business, operating results and financial condition.

We have experienced rapid growth and organizational change in recent periods and expect continued future growth. If we fail to manage our growth effectively, we may be unable to execute our business plan, maintain high levels of service or address competitive challenges adequately.

Our head count and operations have grown substantially. For example, we had 2,638 full-time employees as of December 31, 2018, as compared with 2,081 as of December 31, 2017 and we have opened 6 international offices since 2013. We also plan to open additional international offices in the future. This growth has placed, and will continue to place, a significant strain on our management, administrative, operational and financial infrastructure. We anticipate further growth will be required to address increases in our product offerings and continued expansion. Our success will depend in part upon our ability to recruit, hire, train, manage and integrate a significant number of qualified managers, technical personnel and employees in specialized roles within our company, including in technology, sales and marketing. If our new employees perform poorly, or if we are unsuccessful in recruiting, hiring, training, managing and integrating these new employees, or retaining these or our existing employees, our business may suffer.

In addition, to manage the expected continued growth of our head count, operations and geographic expansion, we will need to continue to improve our information technology infrastructure, operational, financial and management systems and procedures. Our anticipated additional head count and capital investments will increase our costs, which will make it more difficult for us to address any future revenue shortfalls by reducing expenses in the short term. If we fail to successfully manage our growth, we will be unable to successfully execute our business plan, which could have a negative impact on our business, results of operations or financial condition.

Failure to effectively develop and expand our marketing, sales and customer service capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our platform.

To increase total customers and achieve broader market acceptance of our Growth Platform, we will need to expand our marketing, sales and customer service operations, including our sales force and third-party channel partners. We will continue to dedicate significant resources to inbound sales and marketing programs. The effectiveness of our inbound sales and marketing and third-party channel partners has varied over time and may vary in the future and depends on our ability to maintain and improve our Growth Platform. All of these efforts will require us to invest significant financial and other resources. Our business will be seriously harmed if our efforts do not generate a correspondingly significant increase in revenue. We may not achieve anticipated revenue growth from expanding our sales force if we are unable to hire, develop and retain talented sales personnel, if our new sales personnel are unable to achieve desired productivity levels in a reasonable period of time or if our sales and marketing programs are not effective.

The rate of growth of our business depends on the continued participation and level of service of our marketing agency and sales partners.

We rely on our marketing agency and sales partners to provide certain services to our customers, as well as pursue sales of our Growth Platform to customers. To the extent we do not attract new marketing agency and sales partners, or existing or new marketing agency and sales partners do not refer a growing number of customers to us, our revenue and operating results would be harmed. In addition, if our marketing agency and sales partners do not continue to provide services to our customers, we would be required to provide such services ourselves either by expanding our internal team or engaging other third-party providers, which would increase our operating costs.

If we cannot maintain our company culture as we grow, we could lose the innovation, teamwork, passion and focus on execution that we believe contribute to our success and o ur business may be harmed.

We believe that a critical component to our success has been our company culture, which is based on transparency and personal autonomy. We have invested substantial time and resources in building our team within this company culture. Any failure to preserve our culture could negatively affect our ability to retain and recruit personnel and to effectively focus on and pursue our corporate objectives. As we grow as and continue to develop the infrastructure of a public company, we may find it difficult to maintain these important aspects of our company culture. If we fail to maintain our company culture, our business may be adversely impacted.

If we fail to maintain our inbound thought leadership position, our business may suffer.

We believe that maintaining our thought leadership position in inbound marketing, sales and services is an important element in attracting new customers. We devote significant resources to develop and maintain our thought leadership position, with a focus on identifying and interpreting emerging trends in the inbound experience, shaping and guiding industry dialog and creating and sharing the best inbound practices. Our activities related to developing and maintaining our thought leadership may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in such effort. We rely upon the continued services of our management and employees with domain expertise with inbound marketing, sales and services, and the loss of any key employees in this area could harm our competitive position and reputation. If we fail to successfully grow and maintain our thought leadership position, we may not attract enough new customers or retain our existing customers, and our business could suffer.

If we fail to further enhance our brand and maintain our existing strong brand awareness, our ability to expand our customer base will be impaired and our financial condition may suffer.

We believe that our development of the HubSpot brand is critical to achieving widespread awareness of our existing and future inbound experience solutions, and, as a result, is important to attracting new customers and maintaining existing customers. In the past, our efforts to build our brand have involved significant expenses, and we believe that this investment has resulted in strong brand recognition in the B2B market. Successful promotion and maintenance of our brands will depend largely on the effectiveness of our marketing efforts and on our ability to provide a reliable and useful Growth Platform at competitive prices. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in building our brand. If we fail to successfully promote and maintain our brand, our business could suffer.

If we fail to adapt and respond effectively to rapidly changing technology, evolving industry standards and changing customer needs or requirements, our Growth Platform may become less competitive.

Our future success depends on our ability to adapt and innovate our Growth Platform. To attract new customers and increase revenue from existing customers, we need to continue to enhance and improve our offerings to meet customer needs at prices that our customers are willing to pay. Such efforts will require adding new functionality and responding to technological advancements, which will increase our research and development costs. If we are unable to develop new applications that address our customers' needs, or to enhance and improve our platform in a timely manner, we may not be able to maintain or increase market acceptance of our platform. Our ability to grow is also subject to the risk of future disruptive technologies. Access and use of our Growth Platform is provided via the cloud, which, itself, was disruptive to the previous enterprise software model. If new technologies emerge that are able to deliver inbound marketing software and related applications at lower prices, more efficiently, more conveniently or more securely, such technologies could adversely affect our ability to compete.

We rely on our management team and other key employees, and the loss of one or more key employees could harm our business.

Our success and future growth depend upon the continued services of our management team, including our co-founders, Brian Halligan and Dharmesh Shah, and other key employees in the areas of research and development, marketing, sales, services and general and administrative functions. From time to time, there may be changes in our management team resulting from the hiring or departure of executives, which could disrupt our business. We also are dependent on the continued service of our existing software engineers and information technology personnel because of the complexity of our platform, technologies and infrastructure. We may terminate any employee's employment at any time, with or without cause, and any employee may resign at any time, with or without cause. We do not have employment agreements with any of our key personnel. The loss of one or more of our key employees could harm our business.

The failure to attract and retain additional qualified personnel could prevent us from executing our business strategy.

To execute our business strategy, we must attract and retain highly qualified personnel. In particular, we compete with many other companies for software developers with high levels of experience in designing, developing and managing cloud-based software, as well as for skilled information technology, marketing, sales and operations professionals, and we may not be successful in attracting and retaining the professionals we need. Also, inbound sales, marketing and services domain experts are very important to our success and are difficult to replace. We have from time to time in the past experienced, and we expect to continue to experience in the future, difficulty in hiring and difficulty in retaining highly skilled employees with appropriate qualifications. In particular, we have experienced a competitive hiring environment in the Greater Boston area, where we are headquartered. Many of the companies with which we compete for experienced personnel have greater resources than we do. In addition, in making employment decisions, particularly in the software industry, job candidates often consider the value of the stock options or other equity incentives they are to receive in connection with their employment. If the price of our stock declines, or experiences significant volatility, our ability to attract or retain key employees will be adversely affected. If we fail to attract new personnel or fail to retain and motivate our current personnel, our growth prospects could be severely harmed.

If we fail to offer high-quality customer support, our business and reputation may suffer.

High-quality education, training and customer support are important for the successful marketing, sale and use of our Growth Platform and for the renewal of existing customers. Providing this education, training and support requires that our personnel who manage our online training resource, HubSpot Academy, or provide customer support have specific inbound experience domain knowledge and expertise, making it more difficult for us to hire qualified personnel and to scale up our support operations. The importance of high-quality customer support will increase as we expand our business and pursue new customers. If we do not help our customers use multiple applications within our Growth Platform and provide effective ongoing support, our ability to sell additional functionality and services to, or to retain, existing customers may suffer and our reputation with existing or potential customers may be harmed.

We may not be able to scale our business quickly enough to meet our customers' growing needs and if we are not able to grow efficiently, our operating results could be harmed.

As usage of our Growth Platform grows and as customers use our platform for additional inbound applications, such as sales and services, we will need to devote additional resources to improving our application architecture, integrating with third-party systems and maintaining infrastructure performance. In addition, we will need to appropriately scale our internal business systems and our services organization, including customer support and professional services, to serve our growing customer base, particularly as our customer demographics change over time. Any failure of or delay in these efforts could cause impaired system performance and reduced customer satisfaction. These issues could reduce the attractiveness of our Growth Platform to customers, resulting in decreased sales to new customers, lower renewal rates by existing customers, the issuance of service credits, or requested refunds, which could impede our revenue growth and harm our reputation. Even if we are able to upgrade our systems and expand our staff, any such expansion will be expensive and complex, requiring management's time and attention. We could also face inefficiencies or operational failures as a result of our efforts to scale our infrastructure. Moreover, there are inherent risks associated with upgrading, improving and expanding our information technology systems. We cannot be sure that the expansion and improvements to our infrastructure and systems will be fully or effectively implemented on a timely basis, if at all. These efforts may reduce revenue and our margins and adversely affect our financial results.

Our ability to introduce new products and features is dependent on adequate research and development resources. If we do not adequately fund our research and development efforts, we may not be able to compete effectively and our business and operating results may be harmed.

To remain competitive, we must continue to develop new product offerings, applications, features and enhancements to our existing Growth Platform. Maintaining adequate research and development personnel and resources to meet the demands of the market is essential. If we are unable to develop our platform internally due to certain constraints, such as high employee turnover, lack of management ability or a lack of other research and development resources, we may miss market opportunities. Further, many of our competitors expend a considerably greater amount of funds on their research and development programs, and those that do not may be acquired by larger companies that would allocate greater resources to our competitors' research and development programs. Our failure to maintain adequate research and development resources or to compete effectively with the research and development programs of our competitors could materially adversely affect our business.

Changes in the sizes or types of businesses that purchase our platform o r in the applications within our Growth Platform purchased or used by our customers could negatively affect our operating results.

Our strategy is to sell subscriptions to our Growth Platform to mid-sized businesses, but we have sold and will continue to sell to organizations ranging from small businesses to enterprises. Our gross margins can vary depending on numerous factors related to the implementation and use of our Growth Platform, including the sophistication and intensity of our customers' use of our platform and the level of professional services and support required by a customer. Sales to enterprise customers may entail longer sales cycles and more significant selling efforts. Selling to small businesses may involve greater credit risk and uncertainty. If there are changes in the mix of businesses that purchase our platform or the mix of the product plans purchased by our customers, our gross margins could decrease and our operating results could be adversely affected.

We have in the past completed acquisitions and may acquire or invest in other companies or technologies in the future, which could divert management's attention, fail to meet our expectations, result in additional dilution to our stockholders, increase expenses, disrupt our operations or harm our operating results.

We have in the past acquired, and we may in the future acquire or invest in, businesses, products or technologies that we believe could complement or expand our platform, enhance our technical capabilities or otherwise offer growth opportunities. We may not be able to fully realize the anticipated benefits of these or any future acquisitions. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses related to identifying, investigating and pursuing suitable acquisitions, whether or not they are consummated.

There are inherent risks in integrating and managing acquisitions. If we acquire additional businesses, we may not be able to assimilate or integrate the acquired personnel, operations and technologies successfully or effectively manage the combined business following the acquisition and our management may be distracted from operating our business. We also may not achieve the anticipated benefits from the acquired business due to a number of factors, including: unanticipated costs or liabilities associated with the acquisition; incurrence of acquisition-related costs, which would be recognized as a current period expense; inability to generate sufficient revenue to offset acquisition or investment costs; the inability to maintain relationships with customers and partners of the acquired business; the difficulty of incorporating acquired technology and rights into our platform and of maintaining quality and security standards consistent with our brand; delays in customer purchases due to uncertainty related to any acquisition; the need to integrate or implement additional controls, procedures and policies; challenges caused by distance, language and cultural differences; harm to our existing business relationships with business partners and customers as a result of the acquisition; the potential loss of key employees; use of resources that are needed in other parts of our business and diversion of management and employee resources; the inability to recognize acquired deferred revenue in accordance with our revenue recognition policies; and use of substantial portions of our available cash or the incurrence of debt to consummate the acquisition. Acquisitions also increase the risk of unforeseen legal liability, including for potential violations of applicable law or industry rules and regulations, arising from prior or ongoing acts or omissions by the acquired businesses which are not discovered by due diligence during the acquisition process. Generally, if an acquired business fails to meet our expectations, our operating results, business and financial condition may suffer. Acquisitions could also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our business, results of operations or financial condition.

In addition, a significant portion of the purchase price of companies we acquire may be allocated to goodwill and other intangible assets, which must be assessed for impairment at least annually. If our acquisitions do not ultimately yield expected returns, we may be required to make charges to our operating results based on our impairment assessment process, which could harm our results of operations.

Because our long-term growth strategy involves further expansion of our sales to customers outside the United States, our business will be susceptible to risks associated with international operations.

A component of our growth strategy involves the further expansion of our operations and customer base internationally. We have opened 6 international offices since 2013. We also plan to open additional offices in the future. These international offices focus primarily on sales, professional services and support. We also have a development team in Dublin, Ireland. Our current international operations and future initiatives will involve a variety of risks, including:

- difficulties in maintaining our company culture with a dispersed and distant workforce;
- more stringent regulations relating to data security and the unauthorized use of, or access to, commercial and personal information, particularly in the European Union;
- unexpected changes in regulatory requirements, taxes or trade laws;
- differing labor regulations, especially in the European Union, where labor laws are generally more advantageous to employees as compared to the United States, including deemed hourly wage and overtime regulations in these locations;

- challenges inherent in efficiently managing an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits and compliance programs;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems and regulatory systems;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into hedging transactions if we chose to do so in the future;
- global economic uncertainty caused by global political events, including the United Kingdom's 2016 vote in favor of existing the European Union, or "Brexit", and similar geopolitical developments;
- limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- limited or insufficient intellectual property protection;
- political instability or terrorist activities;
- likelihood of potential or actual violations of domestic and international anticorruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, or of U.S. and international export control and sanctions regulations, which likelihood may increase with an increase of sales or operations in foreign jurisdictions and operations in certain industries; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

Our limited experience in operating our business internationally increases the risk that any potential future expansion efforts that we may undertake will not be successful. If we invest substantial time and resources to expand our international operations and are unable to do so successfully and in a timely manner, our business and operating results will suffer. We continue to implement policies and procedures to facilitate our compliance with U.S. laws and regulations applicable to or arising from our international business. Inadequacies in our past or current compliance practices may increase the risk of inadvertent violations of such laws and regulations, which could lead to financial and other penalties that could damage our reputation and impose costs on us.

Interruptions or delays in service from our third-party data center providers could impair our ability to deliver our platform to our customers, resulting in customer dissatisfaction, damage to our reputation, loss of customers, limited growth and reduction in revenue.

We currently serve the majority of our platform functions from third-party data center hosting facilities operated by Amazon Web Services located in northern Virginia and Google Cloud Platform located in Frankfurt, Germany. In addition, we serve ancillary functions for our customers from third-party data center hosting facilities operated by Rackspace located in Dallas, Texas, with a backup facility in Chicago, Illinois. Our operations depend, in part, on our third-party facility providers' abilities to protect these facilities against damage or interruption from natural disasters, such as earthquakes and hurricanes, power or telecommunications failures, criminal acts and similar events. In the event that any of our third-party facilities arrangements is terminated, or if there is a lapse of service or damage to a facility, we could experience interruptions in our platform as well as delays and additional expenses in arranging new facilities and services.

Any damage to, or failure of, the systems of our third-party providers could result in interruptions to our platform. Despite precautions taken at our data centers, the occurrence of spikes in usage volume, a natural disaster, such as earthquakes or hurricane, an act of terrorism, vandalism or sabotage, a decision to close a facility without adequate notice, or other unanticipated problems at a facility could result in lengthy interruptions in the availability of our on-demand software. Even with current and planned disaster recovery arrangements, our business could be harmed. Also, in the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur. These factors in turn could further reduce our revenue, subject us to liability and cause us to issue credits or cause customers to fail to renew their subscriptions, any of which could materially adversely affect our business.

We are dependent on the continued availability of third-party data hosting and transmission services.

A significant portion of our operating cost is from our third-party data hosting and transmission services. If the costs for such services increase due to vendor consolidation, regulation, contract renegotiation, or otherwise, we may not be able to increase the fees for our Growth Platform or services to cover the changes. As a result, our operating results may be significantly worse than forecasted.

If we do not or cannot maintain the compatibility of our Growth Platform with third-party applications that our customers use in their businesses, our revenue will decline.

A significant percentage of our customers choose to integrate our platform with certain capabilities provided by third-party application providers using application programming interfaces, or APIs, published by these providers. The functionality and popularity of our Growth Platform depends, in part, on our ability to integrate our platform with third-party applications and platforms, including CRM, CMS, e-commerce, call center, analytics and social media sites that our customers use and from which they obtain data. Third-party providers of applications and APIs may change the features of their applications and platforms, restrict our access to their applications and platforms or alter the terms governing use of their applications and APIs and access to those applications and platforms in an adverse manner. Such changes could functionally limit or terminate our ability to use these third-party applications and platforms in conjunction with our platform, which could negatively impact our offerings and harm our business. If we fail to integrate our platform with new third-party applications and platforms that our customers use for marketing, sales or services purposes, we may not be able to offer the functionality that our customers need, which would negatively impact our ability to generate revenue and adversely impact our business.

We rely on data provided by third parties, the loss of which could limit the functionality of our platform and disrupt our business.

Select functionality of our Growth Platform depends on our ability to deliver data, including search engine results and social media updates, provided by unaffiliated third parties, such as Facebook, Google, LinkedIn and Twitter. Some of this data is provided to us pursuant to third-party data sharing policies and terms of use, under data sharing agreements by third-party providers or by customer consent. In the future, any of these third parties could change its data sharing policies, including making them more restrictive, or alter its algorithms that determine the placement, display, and accessibility of search results and social media updates, any of which could result in the loss of, or significant impairment to, our ability to collect and provide useful data to our customers. These third parties could also interpret our, or our service providers', data collection policies or practices as being inconsistent with their policies, which could result in the loss of our ability to collect this data for our customers. Any such changes could impair our ability to deliver data to our customers and could adversely impact select functionality of our platform, impairing the return on investment that our customers derive from using our solution, as well as adversely affecting our business and our ability to generate revenue.

Privacy concerns and end users' acceptance of Internet behavior tracking may limit the applicability, use and adoption of our Growth Platform.

Privacy concerns may cause end users to resist providing the personal data necessary to allow our customers to use our platform effectively. We have implemented various features intended to enable our customers to better protect end user privacy, but these measures may not alleviate all potential privacy concerns and threats. Even the perception of privacy concerns, whether or not valid, may inhibit market adoption of our platform, especially in certain industries that rely on sensitive personal information. Privacy advocacy groups and the technology and other industries are considering various new, additional or different self-regulatory standards that may place additional burdens on us. The costs of compliance with, and other burdens imposed by these groups' policies and actions may limit the use and adoption of our Growth Platform and reduce overall demand for it, or lead to significant fines, penalties or liabilities for any noncompliance or loss of any such action.

We are subject to governmental regulation and other legal obligations, particularly related to privacy, data protection and information security, and our actual or perceived failure to comply with such obligations could harm our business. Compliance with such laws could also impair our efforts to maintain and expand our customer base, and thereby decrease our revenue.

Our handling of data is subject to a variety of laws and regulations, including regulation by various government agencies, including the U.S. Federal Trade Commission, or FTC, and various state, local and foreign agencies. We collect personally identifiable information and other data from our customers and leads. We also handle personally identifiable information about our customers' customers. We use this information to provide services to our customers, to support, expand and improve our business. We may also share customers' personally identifiable information with third parties as authorized by the customer or as described in our privacy policy.

The U.S. federal and various state and foreign governments have adopted or proposed limitations on the collection, distribution, use and storage of personal information of individuals. In the United States, the FTC and many state attorneys general are applying federal and state consumer protection laws as imposing standards for the online collection, use and dissemination of data. However, these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other requirements or our practices. Any failure or perceived failure by us to comply with privacy or security laws, policies, legal obligations or industry standards or any security incident that results in the unauthorized release or transfer of personally identifiable information or other customer data may result in governmental enforcement actions, litigation, fines and penalties and/or adverse publicity, and could cause our customers to lose trust in us, which could have an adverse effect on our reputation and business.

Laws and regulations concerning pr ivacy, data protection and information security are evolving, and changes to such laws and regulations could require us to change features of our platform or restrict our customers' ability to collect and use email addresses, page viewing data and personal information, which may reduce demand for our platform. Our failure to comply with federal, state and international data privacy laws and regulations could harm our ability to successfully operate our business and pursue our business goals.

In addition, several foreign countries and governmental bodies, including the European Union and Canada, have regulations dealing with the collection and use of personal information obtained from their residents, which are often more restrictive than those in the United States. Laws and regulations in these jurisdictions apply broadly to the collection, use, storage, disclosure and security of personal information that identifies or may be used to identify an individual. Within the European Union, legislators have adopted the General Data Protection Regulation, or GDPR, which became effective in May 2018 which may impose additional obligations and risk upon our business and which may increase substantially the penalties to which we could be subject in the event of any non-compliance. In addition, Brexit could also lead to further legislative and regulatory changes by the planned exit date of March 2019. It remains unclear how the United Kingdom data protection laws or regulations will develop in the medium to longer term and how data transfers to and from the United Kingdom will be regulated. We may incur substantial expense in complying with the new obligations to be imposed by the GDPR and we may be required to make significant changes in our business operations, all of which may adversely affect our revenues and our business overall.

On May 23, 2016, the European Parliament adopted a resolution and on July 8, 2016 the European Member State representatives approved the final version of the EU-US Privacy Shield as a successor to the Safe Harbor framework. As of August 1, 2016, interested companies have been permitted to register for the program. We are currently certified to the EU-US Privacy Shield. There continue to be concerns about whether the EU-US Privacy Shield will face additional challenges. Until the remaining legal uncertainties regarding the future of the EU-US Privacy Shield are settled, we will continue to face uncertainty as to whether our efforts to comply with our obligations under European privacy laws will be sufficient. If we are investigated by a European data protection authority, we may face fines and other penalties. Any such investigation or charges by European data protection authorities could have a negative effect on our existing business and on our ability to attract and retain new customers.

We may also experience hesitancy, reluctance, or refusal by European or multi-national customers to continue to use our services due to the potential risk exposure to such customers as a result of the ECJ ruling in Case C-362/14 and the current data protection obligations imposed on them by certain data protection authorities. Such customers may also view any alternative approaches to compliance as being too costly, too burdensome, too legally uncertain or otherwise objectionable and therefore decide not to do business with us. For example, some of our customers or potential customers in the EU may require their vendors to host all personal data within the EU and may decide to do business with one of our competitors who hosts personal data within the EU instead of doing business with us.

We and our customers are at risk of enforcement actions taken by certain EU data protection authorities until such point in time that we may be able to ensure that all transfers of personal data to us from the EEA are conducted in compliance with all applicable regulatory obligations, the guidance of data protection authorities, and evolving best practices. We may find it necessary to establish systems to maintain personal data originating from the EU in the EEA, which may involve substantial expense and may cause us to need to divert resources from other aspects of our business, all of which may adversely affect our business.

In addition, if our privacy or data security measures fail to comply with current or future laws and regulations, we may be subject to claims, legal proceedings or other actions by individuals or governmental authorities based on privacy or data protection regulations and our commitments to customers or others, as well as negative publicity and a potential loss of business. Moreover, if future laws and regulations limit our subscribers' ability to use and share personal information or our ability to store, process and share personal information, demand for our solutions could decrease, our costs could increase, and our business, results of operations and financial condition could be harmed.

If our or our customers' security measures are compromised or unauthorized access to data of our customers or their customers is otherwise obtained, our Growth Platform may be perceived as not being secure, our customers may be harmed and may curtail or cease their use of our platform, our reputation may be damaged and we may incur significant liabilities.

Our operations involve the storage and transmission of data of our customers and their customers, including personally identifiable information. Our storage is typically the sole source of record for portions of our customers' businesses and end user data, such as initial contact information and online interactions. Security incidents could result in unauthorized access to, loss of or unauthorized disclosure of this information, litigation, indemnity obligations and other possible liabilities, as well as negative publicity, which could damage our reputation, impair our sales and harm our customers and our business. Cyber-attacks and other malicious Internet-based activity continue to increase generally, and cloud-based platform providers of marketing services have been targeted. If our security measures are compromised as a result of third-party action, employee or customer error, malfeasance, stolen or fraudulently obtained log-in credentials or otherwise, our reputation could be damaged, our business may be harmed and we could incur significant liability. If third parties with whom we work, such as vendors or developers, violate applicable laws, our security policies or our acceptable use policy, such violations may also put our customers' information at risk and could in turn have

an adverse effect on our business. In addition, if the security measures of our customers are compromised, even without any actual compromise of our own systems, we may face negative publicity or reputational harm if our customers or anyone els e incorrectly attributes the blame for such security breaches to us or our systems. We may be unable to anticipate or prevent techniques used to obtain unauthorized access or to sabotage systems because they change frequently and generally are not detected until after an incident has occurred. As we increase our customer base and our brand becomes more widely known and recognized, we may become more of a target for third parties seeking to compromise our security systems or gain unauthorized access to our c ustomers' data. Additionally, we provide extensive access to our database, which stores our customer data, to our development team to facilitate our rapid pace of product development. If such access or our own operations cause the loss, damage or destructi on of our customers' business data, their sales, lead generation, support and other business operations may be permanently harmed. As a result, our customers may bring claims against us for lost profits and other damages.

Many governments have enacted laws requiring companies to notify individuals of data security incidents or unauthorized transfers involving certain types of personal data. In addition, some of our customers contractually require notification of any data security compromise. Security compromises experienced by our competitors, by our customers or by us may lead to public disclosures, which may lead to widespread negative publicity. Any security compromise in our industry, whether actual or perceived, could harm our reputation, erode customer confidence in the effectiveness of our security measures, negatively impact our ability to attract new customers, cause existing customers to elect not to renew their subscriptions or subject us to third-party lawsuits, regulatory fines or other action or liability, which could materially and adversely affect our business and operating results.

There can be no assurance that any limitations of liability provisions in our contracts for a security breach would be enforceable or adequate or would otherwise protect us from any such liabilities or damages with respect to any particular claim. We also cannot be sure that our existing general liability insurance coverage and coverage for errors or omissions will continue to be available on acceptable terms or will be available in sufficient amounts to cover one or more large claims, or that the insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our business, financial condition and operating results.

If our Growth Platform fails due to defects or similar problems, and if we fail to correct any defect or other software problems, we could lose customers, become subject to service performance or warranty claims or incur significant costs.

Our platform and its underlying infrastructure are inherently complex and may contain material defects or errors. We release modifications, updates, bug fixes and other changes to our software several times per day, without traditional human-performed quality control reviews for each release. We have from time to time found defects in our software and may discover additional defects in the future. We may not be able to detect and correct defects or errors before customers begin to use our platform or its applications. Consequently, we or our customers may discover defects or errors after our platform has been implemented. These defects or errors could also cause inaccuracies in the data we collect and process for our customers, or even the loss, damage or inadvertent release of such confidential data. We implement bug fixes and upgrades as part of our regular system maintenance, which may lead to system downtime. Even if we are able to implement the bug fixes and upgrades in a timely manner, any history of defects or inaccuracies in the data we collect for our customers, or the loss, damage or inadvertent release of confidential data could cause our reputation to be harmed, and customers may elect not to purchase or renew their agreements with us and subject us to service performance credits, warranty claims or increased insurance costs. The costs associated with any material defects or errors in our platform or other performance problems may be substantial and could materially adversely affect our operating results.

Risks Related to Intellectual Property

Our business may suffer if it is alleged or determined that our technology infringes the intellectual property rights of others.

The software industry is characterized by the existence of a large number of patents, copyrights, trademarks, trade secrets and other intellectual and proprietary rights. Companies in the software industry, including those in marketing software, are often required to defend against litigation claims based on allegations of infringement or other violations of intellectual property rights. Many of our competitors and other industry participants have been issued patents and/or have filed patent applications and may assert patent or other intellectual property rights within the industry. Moreover, in recent years, individuals and groups that are non-practicing entities, commonly referred to as "patent trolls," have purchased patents and other intellectual property assets for the purpose of making claims of infringement in order to extract settlements. From time to time, we may receive threatening letters or notices or may be the subject of claims that our services and/or platform and underlying technology infringe or violate the intellectual property rights of others. Responding to such claims, regardless of their merit, can be time consuming, costly to defend in litigation, divert management's attention and resources, damage our reputation and brand and cause us to incur significant expenses. Our technologies may not be able to withstand any third-party claims or rights against their use. Claims of intellectual property infringement might require us to redesign our application, delay releases, enter into costly settlement or license agreements or pay costly damage awards, or face a temporary or permanent injunction prohibiting us from marketing or selling our platform. If we cannot or do not license the infringed technology on reasonable terms or at all, or substitute similar technology from another source, our revenue and operating results could be adversely impacted. Additionally, our customers may not purchase our Growth Platform if they are concerned that they may infringe third-party intellectual property rights. The occurrence of any of these events may have a material adverse effect on our business.

In our subsc ription agreements with our customers, we generally do not agree to indemnify our customers against any losses or costs incurred in connection with claims by a third party alleging that a customer's use of our services or platform infringes the intellectua l property rights of the third party. There can be no assurance, however, that customers will not assert a common law indemnity claim or that any existing limitations of liability provisions in our contracts would be enforceable or adequate, or would other wise protect us from any such liabilities or damages with respect to any particular claim. Our customers who are accused of intellectual property infringement may in the future seek indemnification from us under common law or other legal theories. If such claims are successful, or if we are required to indemnify or defend our customers from these or other claims, these matters could be disruptive to our business and management and have a material adverse effect on our business, operating results and financi al condition.

If we fail to adequately protect our proprietary rights, in the United States and abroad, our competitive position could be impaired and we may lose valuable assets, experience reduced revenue and incur costly litigation to protect our rights.

Our success is dependent, in part, upon protecting our proprietary technology. We rely on a combination of copyrights, trademarks, service marks, trade secret laws and contractual restrictions to establish and protect our proprietary rights in our products and services. However, the steps we take to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Any of our trademarks or other intellectual property rights may be challenged by others or invalidated through administrative process or litigation. Furthermore, legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our technology and use information that we regard as proprietary to create products and services that compete with ours. Some license provisions protecting against unauthorized use, copying, transfer and disclosure of our offerings may be unenforceable under the laws of certain jurisdictions and foreign countries. In addition, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States. To the extent we expand our international activities, our exposure to unauthorized copying and use of our technology and proprietary information may increase.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. No assurance can be given that these agreements will be effective in controlling access to and distribution of our products and proprietary information. Further, these agreements may not prevent our competitors from independently developing technologies that are substantially equivalent or superior to our platform and offerings.

We may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Such litigation could be costly, time consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation, could delay further sales or the implementation of our platform and offerings, impair the functionality of our platform and offerings, delay introductions of new features or enhancements, result in our substituting inferior or more costly technologies into our platform and offerings, or injure our reputation.

Our use of "open source" software could negatively affect our ability to offer our platform and subject us to possible litigation.

A substantial portion of our cloud-based platform incorporates so-called "open source" software, and we may incorporate additional open source software in the future. Open source software is generally freely accessible, usable and modifiable. Certain open source licenses may, in certain circumstances, require us to offer the components of our platform that incorporate the open source software for no cost, that we make available source code for modifications or derivative works we create based upon, incorporating or using the open source software and that we license such modifications or derivative works under the terms of the particular open source license. If an author or other third party that distributes open source software we use were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, including being enjoined from the offering of the components of our platform that contained the open source software and being required to comply with the foregoing conditions, which could disrupt our ability to offer the affected software. We could also be subject to suits by parties claiming ownership of what we believe to be open source software. Litigation could be costly for us to defend, have a negative effect on our operating results and financial condition and require us to devote additional research and development resources to change our products.

Weakened global economic conditions may harm our industry, business and results of operations.

Our overall performance depends in part on worldwide economic conditions. Global financial developments and downturns seemingly unrelated to us or the software industry may harm us. The United States and other key international economies have been affected from time to time by falling demand for a variety of goods and services, restricted credit, poor liquidity, reduced corporate profitability, volatility in credit, equity and foreign exchange markets, bankruptcies, and overall uncertainty with respect to the economy, including with respect to tariff and trade issues. In particular, the economies of countries in Europe have been experiencing weakness associated with high sovereign debt levels, weakness in the banking sector and uncertainty over the future of the Euro zone, including instability surrounding Brexit. We have operations, as well as current and potential new customers, throughout most of Europe. If economic conditions in Europe and other key markets for our platform continue to remain uncertain or deteriorate further, it could adversely affect our customers' ability or willingness to subscribe to our platform, delay prospective customers' purchasing decisions, reduce the value or duration of their subscriptions or affect renewal rates, all of which could harm our operating results.

Risks Related to Government Regulation and Taxation

We could face liability, or our reputation might be harmed, as a result of the activities of our customers, the content of their websites or the data they store on our servers.

As a provider of a cloud-based inbound marketing, sales and customer service software platform, we may be subject to potential liability for the activities of our customers on or in connection with the data they store on our servers. Although our customer terms of use prohibit illegal use of our services by our customers and permit us to take down websites or take other appropriate actions for illegal use, customers may nonetheless engage in prohibited activities or upload or store content with us in violation of applicable law or the customer's own policies, which could subject us to liability or harm our reputation. Furthermore, customers may upload, store, or use content on our Growth Platform that may be violate our policy on acceptable use which prohibits content that is threatening, abusive, harassing, deceptive, false, misleading, vulgar, obscene, or indecent. While such content may not be illegal, use of our Growth Platform for such content could harm our reputation resulting in a loss of business.

Several U.S. federal statutes may apply to us with respect to various customer activities:

- The Digital Millennium Copyright Act of 1998, or DMCA, provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet. Under the DMCA, based on our current business activity as an Internet service provider that does not own or control website content posted by our customers, we generally are not liable for infringing content posted by our customers or other third parties, provided that we follow the procedures for handling copyright infringement claims set forth in the DMCA. Generally, if we receive a proper notice from, or on behalf, of a copyright owner alleging infringement of copyrighted material located on websites we host, and we fail to expeditiously remove or disable access to the allegedly infringing material or otherwise fail to meet the requirements of the safe harbor provided by the DMCA, the copyright owner may seek to impose liability on us. Technical mistakes in complying with the detailed DMCA take-down procedures could subject us to liability for copyright infringement.
- The Communications Decency Act of 1996, or CDA, generally protects online service providers, such as us, from liability for certain activities of their customers, such as the posting of defamatory or obscene content, unless the online service provider is participating in the unlawful conduct. Under the CDA, we are generally not responsible for the customer-created content hosted on our servers. Consequently, we do not monitor hosted websites or prescreen the content placed by our customers on their sites. However, the CDA does not apply in foreign jurisdictions and we may nonetheless be brought into disputes between our customers and third parties which would require us to devote management time and resources to resolve such matters and any publicity from such matters could also have an adverse effect on our reputation and therefore our business.
- In addition to the CDA, the Securing the Protection of our Enduring and Established Constitutional Heritage Act, or the SPEECH Act, provides a statutory exception to the enforcement by a U.S. court of a foreign judgment for defamation under certain circumstances. Generally, the exception applies if the defamation law applied in the foreign court did not provide at least as much protection for freedom of speech and press as would be provided by the First Amendment of the U.S. Constitution or by the constitution and law of the state in which the U.S. court is located, or if no finding of defamation would be supported under the First Amendment of the U.S. Constitution or under the constitution and law of the state in which the U.S. court is located. Although the SPEECH Act may protect us from the enforcement of foreign judgments in the United States, it does not affect the enforceability of the judgment in the foreign country that issued the judgment. Given our international presence, we may therefore, nonetheless, have to defend against or comply with any foreign judgments made against us, which could take up substantial management time and resources and damage our reputation.

Although these statutes and case law in the United States have generally shielded us from liability for customer activities to date, court rulings in pending or future litigation may narrow the scope of protection afforded us under these laws. In addition, laws governing these activities are unsettled in many international jurisdictions, or may prove difficult or impossible for us to comply with in some international jurisdictions. Also, notwithstanding the exculpatory language of these bodies of law, we ma y become involved in complaints and lawsuits which, even if ultimately resolved in our favor, add cost to our doing business and may divert management's time and attention. Finally, other existing bodies of law, including the criminal laws of various state s, may be deemed to apply or new statutes or regulations may be adopted in the future, any of which could expose us to further liability and increase our costs of doing business.

We may be subject to additional obligations to collect and remit sales tax and other taxes, and we may be subject to tax liability for past sales, which could harm our business.

State, local and foreign jurisdictions have differing rules and regulations governing sales, use, value added and other taxes, and these rules and regulations are subject to varying interpretations that may change over time. In particular, the applicability of such taxes to our Growth Platform in various jurisdictions is unclear. Further, these jurisdictions' rules regarding tax nexus are complex and vary significantly. As a result, we could face the possibility of tax assessments and audits, and our liability for these taxes and associated penalties could exceed our original estimates. A successful assertion that we should be collecting additional sales, use, value added or other taxes in those jurisdictions where we have not historically done so and do not accrue for such taxes could result in substantial tax liabilities and related penalties for past sales, discourage customers from purchasing our application or otherwise harm our business and operating results.

Changes in tax laws or regulations that are applied adversely to us or our customers could increase the costs of our Growth Platform and adversely impact our business.

New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time. Any new taxes could adversely affect our domestic and international business operations, and our business and financial performance. Further, existing tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to us. These events could require us or our customers to pay additional tax amounts on a prospective or retroactive basis, as well as require us or our customers to pay fines and/or penalties and interest for past amounts deemed to be due. If we raise our prices to offset the costs of these changes, existing and potential future customers may elect not to continue or purchase our Growth Platform in the future. Additionally, new, changed, modified or newly interpreted or applied tax laws could increase our customers' and our compliance, operating and other costs, as well as the costs of our platform. Any or all of these events could adversely impact our business and financial performance.

We are a multinational organization faced with increasingly complex tax issues in many jurisdictions, and we could be obligated to pay additional taxes in various jurisdictions.

As a multinational organization, we may be subject to taxation in several jurisdictions around the world with increasingly complex tax laws, the application of which can be uncertain. The amount of taxes we pay in these jurisdictions could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or revised interpretations of existing tax laws and precedents, which could have a material adverse effect on our liquidity and operating results. Changes in tax laws, such as tax reform in the United States or changes in tax laws resulting from the Organization for Economic Co-operation and Development's multi-jurisdictional plan of action to address "base erosion and profit shifting," could impact our effective tax rate. In addition, the authorities in these jurisdictions could review our tax returns and impose additional tax, interest and penalties, and the authorities could claim that various withholding requirements apply to us or our subsidiaries or assert that benefits of tax treaties are not available to us or our subsidiaries, any of which could have a material impact on us and the results of our operations.

Failure to comply with laws and regulations could harm our business.

Our business is subject to regulation by various federal, state, local and foreign governmental agencies, including agencies responsible for monitoring and enforcing employment and labor laws, workplace safety, environmental laws, consumer protection laws, anti-bribery laws, import/export controls, federal securities laws and tax laws and regulations. In certain jurisdictions, these regulatory requirements may be more stringent than those in the United States. Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, mandatory recalls, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties or injunctions.

We may not be able to utilize a significant portion of our net operating loss carryforwards, which could adversely affect our profitability.

As of December 31, 2018, we had federal and state net operating loss carryforwards due to prior period losses, which, if not utilized, will begin to expire in 2027 for federal purposes and begin to expire in 2023 for state purposes. These net operating loss carryforwards could expire unused and be unavailable to offset future income tax liabilities, which could adversely affect our profitability. In addition, under Section 382 of the Internal Revenue Code of 1986, as amended, which we refer to as the Code, our ability to utilize net operating loss carryforwards or other tax attributes, such as research tax credits, in any taxable year may be further limited if we experience an ownership change. A Section 382 ownership change generally occurs if one or more stockholders or groups of stockholders who own at least 5% of our stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws. Future issuances of our stock could cause an ownership change. It is possible that an ownership change in connection with a future offering, or any future ownership change, could have a material effect on the use of our net operating loss carryforwards or other tax attributes, which could adversely affect our profitability. Net operating loss carryforwards incurred for periods beginning on or after January 1, 2018 would not expire unused as a result of these limitations because they can be carried forward indefinitely.

The standards that private entities use to regulate the use of email have in the past interfered with, and may in the future interfere with, the effectiveness of our Growth Platform and our ability to conduct business.

Our customers rely on email to communicate with their existing or prospective customers. Various private entities attempt to regulate the use of email for commercial solicitation. These entities often advocate standards of conduct or practice that significantly exceed current legal requirements and classify certain email solicitations that comply with current legal requirements as spam. Some of these entities maintain “blacklists” of companies and individuals, and the websites, internet service providers and internet protocol addresses associated with those entities or individuals that do not adhere to those standards of conduct or practices for commercial email solicitations that the blacklisting entity believes are appropriate. If a company’s internet protocol addresses are listed by a blacklisting entity, emails sent from those addresses may be blocked if they are sent to any internet domain or internet address that subscribes to the blacklisting entity’s service or purchases its blacklist.

From time to time, some of our internet protocol addresses may become listed with one or more blacklisting entities due to the messaging practices of our customers. There can be no guarantee that we will be able to successfully remove ourselves from those lists. Blacklisting of this type could interfere with our ability to market our Growth Platform and services and communicate with our customers and, because we fulfill email delivery on behalf of our customers, could undermine the effectiveness of our customers’ email marketing campaigns, all of which could have a material negative impact on our business and results of operations.

Existing federal, state and foreign laws regulate Internet tracking software, the senders of commercial emails and text messages, website owners and other activities, and could impact the use of our Growth Platform and potentially subject us to regulatory enforcement or private litigation.

Certain aspects of how our customers utilize our platform are subject to regulations in the United States, European Union and elsewhere. In recent years, U.S. and European lawmakers and regulators have expressed concern over the use of third-party cookies or web beacons for online behavioral advertising, and legislation adopted recently in the European Union requires informed consent for the placement of a cookie on a user’s device. Regulation of cookies and web beacons may lead to restrictions on our activities, such as efforts to understand users’ Internet usage. New and expanding “Do Not Track” regulations have recently been enacted or proposed that protect users’ right to choose whether or not to be tracked online. These regulations seek, among other things, to allow end users to have greater control over the use of private information collected online, to forbid the collection or use of online information, to demand a business to comply with their choice to opt out of such collection or use, and to place limits upon the disclosure of information to third party websites. These policies could have a significant impact on the operation of our Growth Platform and could impair our attractiveness to customers, which would harm our business.

Many of our customers and potential customers in the healthcare, financial services and other industries are subject to substantial regulation regarding their collection, use and protection of data and may be the subject of further regulation in the future. Accordingly, these laws or significant new laws or regulations or changes in, or repeals of, existing laws, regulations or governmental policy may change the way these customers do business and may require us to implement additional features or offer additional contractual terms to satisfy customer and regulatory requirements, or could cause the demand for and sales of our Growth Platform to decrease and adversely impact our financial results.

In addition, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, or the CAN-SPAM Act, establishes certain requirements for commercial email messages and specifies penalties for the transmission of commercial email messages that are intended to deceive the recipient as to source or content. The CAN-SPAM Act, among other things, obligates the sender of commercial emails to provide recipients with the ability to opt out of receiving future commercial emails from the

sender. The ability of our customers' message recipients to opt out of receiving commercial emails may minimize the effectiveness of the email components of our Growth Platform . In addition, certain states and foreign jurisdictions, such as Australia, Canada and the European Union, have enacted laws that regulate sending email, and some of these laws are more restrictive than U.S. laws. For example, some foreign laws prohibit sending unsolicited email unless the recipient has provided the sender advance consent to receipt of such email, or in other words has "opted-in" to receiving it. A requirement that recipients opt into, or the ability of recipients to opt out of, receiving commercial emails may mi nimize the effectiveness of our platform.

While these laws and regulations generally govern our customers' use of our platform, we may be subject to certain laws as a data processor on behalf of, or as a business associate of, our customers. For example, laws and regulations governing the collection, use and disclosure of personal information include, in the United States, rules and regulations promulgated under the authority of the Federal Trade Commission, the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach-Bliley Act of 1999 and state breach notification laws, and internationally, the Data Protection Directive in the European Union and the Federal Data Protection Act in Germany. If we were found to be in violation of any of these laws or regulations as a result of government enforcement or private litigation, we could be subjected to civil and criminal sanctions, including both monetary fines and injunctive action that could force us to change our business practices, all of which could adversely affect our financial performance and significantly harm our reputation and our business.

We are subject to governmental export controls and economic sanctions laws that could impair our ability to compete in international markets and subject us to liability if we are not in full compliance with applicable laws.

Our business activities are subject to various restrictions under U.S. export controls and trade and economic sanctions laws, including the U.S. Commerce Department's Export Administration Regulations and economic and trade sanctions regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control. If we fail to comply with these laws and regulations, we and certain of our employees could be subject to civil or criminal penalties and reputational harm. Obtaining the necessary authorizations, including any required license, for a particular transaction may be time-consuming, is not guaranteed, and may result in the delay or loss of sales opportunities. Furthermore, U.S. export control laws and economic sanctions laws prohibit certain transactions with U.S. embargoed or sanctioned countries, governments, persons and entities. Although we take precautions to prevent transactions with U.S. sanction targets, the possibility exists that we could inadvertently provide our solutions to persons prohibited by U.S. sanctions. This could result in negative consequences to us, including government investigations, penalties and reputational harm.

Risks Related to Our Operating Results and Financial Condition

We may experience quarterly fluctuations in our operating results due to a number of factors, which makes our future results difficult to predict and could cause our operating results to fall below expectations or our guidance.

Our quarterly operating results have fluctuated in the past and are expected to fluctuate in the future due to a variety of factors, many of which are outside of our control. As a result, our past results may not be indicative of our future performance, and comparing our operating results on a period-to-period basis may not be meaningful. In addition to the other risks described in this Annual Report on Form 10-K, factors that may affect our quarterly operating results include the following:

- changes in spending on marketing, sales and customer service software by our current or prospective customers;
- pricing our Growth Platform subscriptions effectively so that we are able to attract and retain customers without compromising our profitability;
- attracting new customers for our marketing, sales and customer service software, increasing our existing customers' use of our platform and providing our customers with excellent customer support;
- customer renewal rates and the amounts for which agreements are renewed;
- global awareness of our thought leadership and brand;
- changes in the competitive dynamics of our market, including consolidation among competitors or customers and the introduction of new products or product enhancements;
- changes to the commission plans, quotas and other compensation-related metrics for our sales representatives;
- the amount and timing of payment for operating expenses, particularly research and development, sales and marketing expenses and employee benefit expenses;
- the amount and timing of costs associated with recruiting, training and integrating new employees while maintaining our company culture;

- our ability to manage our existing business and future growth, including increases in the number of customers on our platform and the introduction and adoption of our Growth Platform in new markets outside of the United States;
- unforeseen costs and expenses related to the expansion of our business, operations and infrastructure, including disruptions in our hosting network infrastructure and privacy and data security;
- foreign currency exchange rate fluctuations; and
- general economic and political conditions in our domestic and international markets.

We may not be able to accurately forecast the amount and mix of future subscriptions, revenue and expenses and, as a result, our operating results may fall below our estimates or the expectations of public market analysts and investors. If our revenue or operating results fall below the expectations of investors or securities analysts, or below any guidance we may provide, the price of our common stock could decline.

If we do not accurately predict subscription renewal rates or otherwise fail to forecast our revenue accurately, or if we fail to match our expenditures with corresponding revenue, our operating results could be adversely affected.

Because our recent growth has resulted in the rapid expansion of our business, we do not have a long history upon which to base forecasts of renewal rates with customers or future operating revenue. As a result, our operating results in future reporting periods may be significantly below the expectations of the public market, equity research analysts or investors, which could harm the price of our common stock.

Because we generally recognize revenue from subscriptions ratably over the term of the agreement, near term changes in sales may not be reflected immediately in our operating results.

We offer our Growth Platform primarily through a mix of monthly, quarterly and single-year subscription agreements and generally recognize revenue ratably over the related subscription period. As a result, much of the revenue we report in each quarter is derived from agreements entered into during prior months, quarters or years. In addition, we do not record deferred revenue beyond amounts invoiced as a liability on our balance sheet. A decline in new or renewed subscriptions or marketing solutions agreements in any one quarter is not likely to be reflected immediately in our revenue results for that quarter. Such declines, however, would negatively affect our revenue and deferred revenue balances in future periods, and the effect of significant downturns in sales and market acceptance of our platform, and potential changes in our rate of renewals, may not be fully reflected in our results of operations until future periods. Our subscription model also makes it difficult for us to rapidly increase our total revenue and deferred revenue balance through additional sales in any period, as revenue from new customers must be recognized over the applicable subscription term.

Servicing our debt may require a significant amount of cash. We may not have sufficient cash flow from our business to pay our indebtedness, and we may not have the ability to raise the funds necessary to settle for cash conversions of the 2022 Notes or to repurchase the 2022 Notes for cash upon a fundamental change, which could adversely affect our business and results of operations.

We incurred indebtedness in the aggregate principal amount of $400.0 million in connection with the issuance of our 0.25% convertible senior notes due June 1, 2022 (the "2022 Notes"). Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the 2022 Notes, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional debt financing or equity capital on terms that may be onerous or highly dilutive. Our ability to refinance any future indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations. In addition, any of our future debt agreements may contain restrictive covenants that may prohibit us from adopting any of these alternatives. Our failure to comply with these covenants could result in an event of default which, if not cured or waived, could result in the acceleration of our debt.

In addition, holders of the 2022 Notes have the right to require us to repurchase their 2022 Notes upon the occurrence of a fundamental change at a fundamental change repurchase price equal to 100% of the principal amount of the 2022 Notes to be repurchased, plus accrued and unpaid interest, if any. Upon conversion of the 2022 Notes, unless we elect to deliver solely shares of our common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the 2022 Notes being converted. We may not have enough available cash or be able to obtain financing at the time we are required to make repurchases of 2022 Notes surrendered therefor or 2022 Notes being converted. In addition, our ability to repurchase the 2022 Notes or to pay cash upon conversions of the 2022 Notes may be limited by law, by

regulatory authority or by agreements governing our future indebtedness. Our failure to repurchase 2022 Notes at a time when the repu rchase is required by the indenture governing the notes or to pay any cash payable on future conversions of the 2022 Notes as required by such indenture would constitute a default under such indenture. A default under the indenture or the fundamental chang e itself could also lead to a default under agreements governing our future indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebt edness and repurchase the 2022 Notes or make cash payments upon conversions thereof.

In addition, our indebtedness, combined with our other financial obligations and contractual commitments, could have other important consequences. For example, it could:

- make us more vulnerable to adverse changes in general U.S. and worldwide economic, industry and competitive conditions and adverse changes in government regulation;
- limit our flexibility in planning for, or reacting to, changes in our business and our industry;
- place us at a disadvantage compared to our competitors who have less debt; and
- limit our ability to borrow additional amounts to fund acquisitions, for working capital and for other general corporate purposes.

Any of these factors could materially and adversely affect our business, financial condition and results of operations. In addition, if we incur additional indebtedness, the risks related to our business and our ability to service or repay our indebtedness would increase.

The conditional conversion feature of the 2022 Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of the 2022 Notes is triggered, holders of 2022 Notes will be entitled to convert the 2022 Notes at any time during specified periods at their option. Because the last reported sale price of our common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the calendar quarter ended December 31, 2018 was equal to or greater than 130% of the applicable conversion price on each applicable trading day, the 2022 Notes are convertible at the option of the holders thereof during the calendar quarter ending March 31, 2019. As of February 8, 2019, no holders have converted or indicated their intention to convert the 2022 Notes. Whether the 2022 Notes will be convertible following such calendar quarter will depend on the continued satisfaction of this condition or another conversion condition in the future. If one or more holders elect to convert their 2022 Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their 2022 Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the 2022 Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

The accounting method for convertible debt securities that may be settled in cash, such as the 2022 Notes, could have a material effect on our reported financial results.

Under Financial Accounting Standards Board Accounting Standards Codification 470-20, *Debt with Conversion and Other Options* , which we refer to as ASC 470-20, an entity must separately account for the liability and equity components of convertible debt instruments (such as the 2022 Notes) that may be settled entirely or partially in cash upon conversion in a manner that reflects the issuer's economic interest cost. ASC 470-20 requires the value of the conversion option of the 2022 Notes, representing the equity component, to be recorded as additional paid-in capital within stockholders' equity in our consolidated balance sheet and as a discount to the 2022 Notes, which reduces their initial carrying value. The carrying value of the 2022 Notes, net of the discount recorded, will be accreted up to the principal amount of the 2022 Notes from the issuance date until maturity, which will result in non-cash charges to interest expense in our consolidated statement of operations. Accordingly, we will report lower net income or higher net loss in our financial results because ASC 470-20 requires interest to include both the current period's accretion of the debt discount and the instrument's coupon interest, which could adversely affect our reported or future financial results, the trading price of our common stock and the trading price of the 2022 Notes.

In addition, under certain circumstances, convertible debt instruments (such as the 2022 Notes) that may be settled entirely or partly in cash are currently accounted for utilizing the treasury stock method, the effect of which is that the shares issuable upon conversion of the 2022 Notes are not included in the calculation of diluted earnings per share except to the extent that the conversion value of the 2022 Notes exceeds their principal amount. Under the treasury stock method, for diluted earnings per share purposes, the transaction is accounte d for as if the number of shares of common stock that would be necessary to settle such excess, if we elected to settle such excess in shares, are issued. We cannot be sure that the accounting standards in the future will continue to permit the use of the treasury stock method. If we are unable to use the treasury stock method in accounting for the shares issuable upon conversion of the 2022 Notes, then our diluted earnings per share would be adversely affected.

We are exposed to fluctuations in currency exchange rates.

We face exposure to movements in currency exchange rates, which may cause our revenue and operating results to differ materially from expectations. As we have expanded our international operations our exposure exchange rate fluctuations has increased, in particular with respect to the Euro, British Pound Sterling, Australian Dollar, Singapore Dollar, Japanese Yen and Colombian Peso. As exchange rates vary, revenue, cost of revenue, operating expenses and other operating results, when re-measured, may differ materially from expectations. In addition, our operating results are subject to fluctuation if our mix of U.S. and foreign currency denominated transactions and expenses changes in the future. Furthermore, global political events, including Brexit and similar geopolitical developments, fluctuating commodity prices and trade tariff developments, have caused global economic uncertainty, which could amplify the volatility of currency fluctuations. Such volatility, even when it increases our revenues or decreases our expenses, impacts our ability to predict our future results and earnings accurately. Although we may apply certain strategies to mitigate foreign currency risk, these strategies might not eliminate our exposure to foreign exchange rate fluctuations and would involve costs and risks of their own, such as ongoing management time and expertise, external costs to implement the strategies and potential accounting implications. Additionally, as we anticipate growing our business further outside of the United States, the effects of movements in currency exchange rates will increase as our transaction volume outside of the United States increases.

Risks Related to Our Common Stock

Our stock price may be volatile and you may be unable to sell your shares at or above the price you purchased them.

The trading prices of the securities of technology companies, including providers of software via the cloud-based model, have been highly volatile. Since shares of our common stock were sold in our initial public offering in October 2014 at a price of $25.00 per share, our stock price has ranged from $25.79 to $162.20 , through December 31, 2018. The market price of our common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- actual or anticipated fluctuations in our revenue and other operating results, including as a result of the addition or loss of any number of customers;
- announcements by us or our competitors of significant technical innovations, acquisitions, strategic partnerships, joint ventures or capital commitments;
- the financial projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of us, changes in ratings and financial estimates and the publication of other news by any securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors;
- changes in operating performance and stock market valuations of cloud-based software or other technology companies, or those in our industry in particular;
- price and volume fluctuations in the trading of our common stock and in the overall stock market, including as a result of trends in the economy as a whole;
- sales of large blocks of our common stock or the dilutive effect of our 2022 Notes or any other equity or equity-linked financings;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business or industry, including data privacy and data security;
- lawsuits threatened or filed against us;
- changes in key personnel; and
- other events or factors, including changes in general economic, industry and market conditions and trends.

In addition, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many technology companies. Stock prices of many technology companies have fluctuated in a manner unrelated or disproportionate to the operating performance of those companies.

In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and adversely affect our business.

If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

As a public company we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, and the rules and regulations of the New York Stock Exchange, or NYSE. We expect that compliance with these rules and regulations will continue to increase our legal, accounting and financial compliance costs, make some activities more difficult, time consuming and costly, and place significant strain on our personnel, systems and resources.

The Sarbanes-Oxley Act requires, among other things, that we assess the effectiveness of our internal control over financial reporting annually and the effectiveness of our disclosure controls and procedures quarterly. In particular, Section 404 of the Sarbanes-Oxley Act, or Section 404, requires us to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on, and our independent registered public accounting firm to attest to, the effectiveness of our internal control over financial reporting. Our compliance with applicable provisions of Section 404 requires that we incur substantial accounting expense and expend significant management time on compliance-related issues as we implement additional corporate governance practices and comply with reporting requirements. Moreover, if we are not able to comply with the requirements of Section 404 applicable to us in a timely manner, or if we or our independent registered public accounting firm identifies deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock could decline and we could be subject to sanctions or investigations by the SEC or other regulatory authorities, which would require additional financial and management resources.

Furthermore, investor perceptions of our company may suffer if deficiencies are found, and this could cause a decline in the market price of our stock. Irrespective of compliance with Section 404, any failure of our internal control over financial reporting could have a material adverse effect on our stated operating results and harm our reputation. If we are unable to implement these requirements effectively or efficiently, it could harm our operations, financial reporting, or financial results and could result in an adverse opinion on our internal controls from our independent registered public accounting firm.

Our ability to raise capital in the future may be limited, and our failure to raise capital when needed could prevent us from growing.

Our business and operations may consume resources faster than we anticipate. In the future, we may need to raise additional funds to invest in future growth opportunities. Additional financing may not be available on favorable terms, if at all. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could seriously harm our business and operating results. If we incur debt, the debt holders would have rights senior to common stockholders to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. Furthermore, if we issue equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of our common stock. The 2022 Notes are and any additional equity or equity-linked financings would be dilutive to our stockholders. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. As a result, our stockholders bear the risk of our future securities offerings reducing the market price of our common stock and diluting their interest.

Anti-takeover provisions in our charter documents and Delaware law may delay or prevent an acquisition of our company.

Our amended and restated certificate of incorporation, amended and restated bylaws and Delaware law contain provisions that may have the effect of delaying or preventing a change in control of us or changes in our management. Our amended and restated certificate of incorporation and bylaws include provisions that:

- authorize “blank check” preferred stock, which could be issued by the board without stockholder approval and may contain voting, liquidation, dividend and other rights superior to our common stock;
- provide for a classified board of directors whose members serve staggered three-year terms;

- specify that special meetings of our stockholders can be called only by our board of directors, the chairperson of the board, the chief executive officer or the president;
- prohibit stockholder action by written consent;
- establish an advance notice procedure for stockholder approvals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board of directors;
- provide that our directors may be removed only for cause;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- specify that no stockholder is permitted to cumulate votes at any election of directors;
- authorize our board of directors to modify, alter or repeal our amended and restated bylaws; and
- require supermajority votes of the holders of our common stock to amend specified provisions of our charter documents.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which limits the ability of stockholders owning in excess of 15% of our outstanding voting stock to merge or combine with us in certain circumstances.

Any provision of our amended and restated certificate of incorporation or amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. Properties

We occupy approximately 335,000 square feet of office space in Cambridge, Massachusetts pursuant to lease agreements that expire through 2029. We also maintain offices in Portsmouth, New Hampshire, Dublin, Ireland, Sydney, Australia, Singapore, Japan, and Berlin, Germany. We believe that our current facilities are suitable and adequate to meet our current needs. We intend to add new facilities or expand existing facilities as we add employees, and we believe that suitable additional or substitute space will be available as needed to accommodate any such expansion of our operations.

ITEM 3. Legal Proceedings

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the ultimate costs to resolve any pending matter will not have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

ITEM 4. Mine Safety Disclosures

Not Applicable.

PART II

ITEM 5. Market for Registrant's Commo n Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information for Common Stock

Our common stock has been listed on the New York Stock Exchange under the symbol "HUBS" since October 9, 2014. Prior to that date, there was no public trading market for our common stock. Our initial public offering was priced at $25.00 per share on October 8, 2014.

As of February 7, 2019, we had 43 holders of record of our common stock. The actual number of shareholders is greater than this number of record holders, and includes shareholders who are beneficial owners, but whose shares are held in street name by brokers and other nominees. This number of holders of record also does not include shareholders whose shares may be held in trust by other entities.

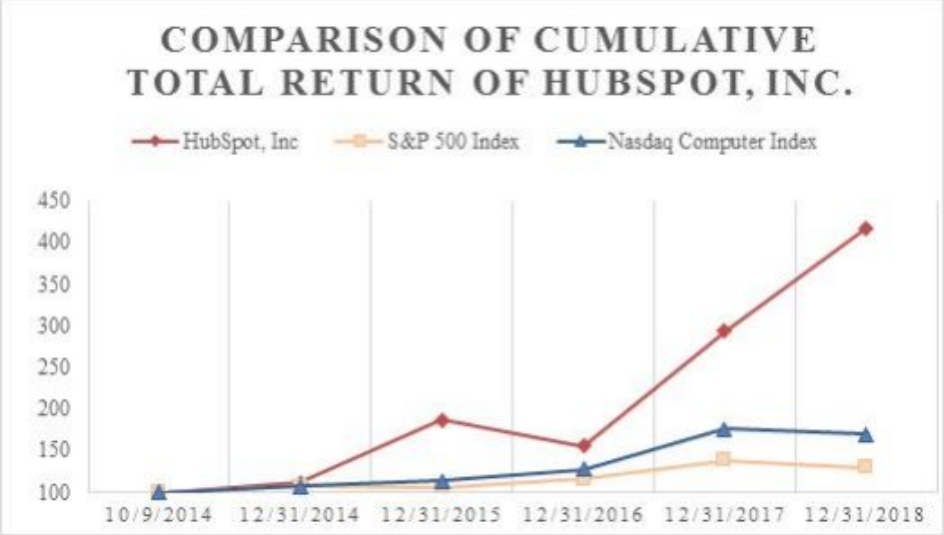
Dividends

We have never declared or paid any cash dividends on our common stock. We currently anticipate that we will retain future earnings to fund development and growth of our business, and do not anticipate declaring or paying cash dividends in the foreseeable future. Any future determination to pay dividends will be, subject to applicable law, at the discretion of our board of directors and will depend upon, among other factors, our results of operations, financial condition, contractual restrictions, and capital requirements.

Performance Graph

The following performance graph shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of the company under the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act.

The following graph shows a comparison from October 9, 2014 (the date our common stock commenced trading on the NYSE) through December 31, 2018 of the cumulative total return for our common stock, the NASDAQ Computer Index and the S&P 500 Index. The graph assumes $100 was invested in each of the Company's common stock, the NASDAQ Computer Index and the S&P 500 Index of the market close on October 9, 2014. Such returns are based on historical results and are not intended to suggest future performance.



	10/9/2014	12/31/2014	12/31/2015	12/31/2016	12/31/2017	12/31/2018
HubSpot	100	112	187	156	294	418
S&P 500 Index	100	107	106	116	139	130
Nasdaq Computer Index	100	107	113	127	177	170

Recent Sales of Unregistered Securities

None.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Securities Authorized for Issuance Under Equity Compensation Plans

See Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters," for information regarding securities authorized for issuance.

Outstanding Convertible Senior Notes, Convertible Note Hedge, and Warrant

In May 2017, we issued $400.0 million aggregate principal amount of 0.25% convertible senior notes (the "2022 Notes") due June 1, 2022. In connection with the offering of the 2022 Notes, the Company entered into convertible note hedge transactions (the "Convertible Note Hedges") with certain counterparties in which the Company has the option to purchase (subject to adjustment for certain specified events) a total of approximately 4.2 million shares of the Company's common stock at a price of approximately $94.77 per share. In addition, the Company sold warrants to certain bank counterparties whereby the holders of the warrants have the option to purchase initially (subject to adjustment for certain specified events) a total of approximately 4.2 million shares of the Company's common stock at a price of $115.8 per share. See Note 7 in the Notes to the Consolidated Financial Statements for more information.

ITEM 6. Selected Consolidated Financial Data

You should read the selected consolidated financial data below in conjunction with "Management's discussion and analysis of financial condition and results of operations" and the consolidated financial statements, related notes and other financial information included elsewhere in this Annual Report on Form 10-K. The selected consolidated financial data in this section are not intended to replace the consolidated financial statements and are qualified in their entirety by the consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K.

The following selected consolidated statements of operations data for the years ended December 31, 2018, 2017, and 2016, and the consolidated balance sheet data as of December 3 1, 2018 and 2017, have been derived from our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K. The consolidated statements of operations data for the years ended December 31, 2015 and 2014 and the consolidated balance sheet da ta as of December 31, 2016, 2015 and 2014 have been derived from our audited consolidated financial statements not included in this Annual Report on Form 10-K.

	Year Ended December 31,				
	2018	2017	2016	2015	2014
	(in thousands, except per share data)				
Consolidated Statements of Operations Data:					
Revenue:					
Subscription	$ 487,450	$ 356,727	$ 254,775	$ 167,920	$ 106,319
Professional services and other	25,530	18,885	16,192	14,023	9,557
Total revenue	512,980	375,612	270,967	181,943	115,876
Cost of revenue:					
Subscription (1)	69,718	51,563	41,182	32,271	23,655
Professional services and other (1)	30,639	24,166	20,683	15,652	11,425
Total cost of revenue	100,357	75,729	61,865	47,923	35,080
Total gross profit	412,623	299,883	209,102	134,020	80,796
Operating expenses:					
Research and development (1)	117,603	70,373	45,997	32,457	25,638
Sales and marketing (1)	267,444	212,859	162,647	112,629	78,809
General and administrative (1)	75,834	56,787	45,120	35,408	24,958
Total operating expenses	460,881	340,019	253,764	180,494	129,405
Loss from operations	(48,258)	(40,136)	(44,662)	(46,474)	(48,609)
Other (expense) income					
Interest income	9,176	3,837	854	390	46
Interest expense	(21,386)	(13,181)	(265)	(185)	(322)
Other (expense) income	(1,492)	(559)	(956)	628	564
Total other (expense) income	(13,702)	(9,903)	(367)	833	288
Net loss before income tax (expense) benefit	(61,960)	(50,039)	(45,029)	(45,641)	(48,321)
Income tax (expense) benefit	(1,868)	10,325	(533)	(412)	92
Net loss	(63,828)	(39,714)	(45,562)	(46,053)	(48,229)
Preferred stock accretion	—	—	—	—	331
Net loss attributable to common stockholders	$ (63,828)	$ (39,714)	$ (45,562)	$ (46,053)	$ (48,560)
Net loss per common share, basic and diluted (2)	$ (1.66)	$ (1.08)	$ (1.29)	$ (1.39)	$ (4.20)
Weighted average common shares used in computing basic and diluted net loss per common share (2)	38,529	36,827	35,197	33,222	11,562

(1) Stock-based compensation included in the consolidated statements of operations data above was as follows:

	Year Ended December 31,				
	2018	2017	2016	2015	2014
	(in thousands)				
Cost of revenue:					
Subscription	$ 1,476	$ 658	$ 512	$ 341	$ 128
Professional services and other	2,924	2,327	1,640	1,216	498
Research and development	23,328	12,816	8,828	6,327	6,190
Sales and marketing	31,099	19,016	13,352	7,658	5,596
General and administrative	17,434	12,500	8,343	5,766	3,946
Total stock-based compensation	$ 76,261	$ 47,317	$ 32,675	$ 21,308	$ 16,358

(2) See Note 2 to our consolidated financial statements for further details on the calculation of basic and diluted net loss per share attributable to common stockholders.

	As of December 31,				
	2018	2017	2016	2015	2014
	(in thousands)				
Consolidated Balance Sheet Data:					
Cash, cash equivalents, and investments	$ 603,700	$ 535,737	$ 150,068	$ 145,117	$ 123,721
Working capital, excluding deferred revenue	658,714	561,085	144,296	118,854	130,886
Total assets	833,953	712,175	259,755	220,379	174,858
Deferred revenue	185,484	139,157	96,597	65,139	41,305
Convertible senior notes	318,782	298,447	—	—	—
Total liabilities	589,312	501,815	141,055	98,671	64,159
Total stockholders' equity	$ 244,641	$ 210,360	$ 118,700	$ 121,708	$ 110,699

ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes that appear elsewhere in this Annual Report on Form 10-K. As discussed in the section titled "Special Note Regarding Forward-Looking Statements," the following discussion and analysis contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in the section titled "Risk Factors" included under Part I, Item 1A within this Annual Report on Form 10-K.

Company Overview

We provide a cloud-based marketing, sales, and customer service software platform, which we refer to as our Growth Platform, that enables businesses to grow better. At HubSpot, to grow better means to help businesses grow without compromise, to always solve for the customer, and to create a better experience for customers and company alike. To that end, our Growth Platform, comprised of Marketing Hub, Sales Hub, Service Hub, and a free customer relationship management, or CRM system, features integrated applications and tools that enable businesses to create a cohesive and adaptable customer experience.

At the core of our Growth Platform is a CRM that our customers use which creates a single view of all interactions a prospective or existing customer has with their marketing, sales and customer service teams. The CRM shares data across every app in the Growth Platform, automatically informing more personalized emails, website content, ads, and conversations, and enables more accurate timing cues for our customer's internal teams. In addition the Growth Platform was built to easily and seamlessly integrate outside applications to further customize to an individual company's industry or needs. We designed and built our Growth Platform to serve a broad range of customers globally. Our Growth Platform starts completely free and grows with our customers to meet their needs at different stages in their life-cycles. It supports multiple languages and currencies and offers an array of sophisticated features, including content partitioning at the enterprise level for companies operating in or serving multiple countries.

While our Growth Platform was built to grow with any company we focus on selling to mid-market businesses because we believe we have significant competitive advantages attracting and serving this market segment. We efficiently reach these businesses at scale through our proven inbound methodology, freemium pricing strategy and thousands of Partners worldwide. Our Growth Platform is particularly suited to serving the needs of mid-market business-to-business, or B2B, companies. These mid-market businesses seek an integrated, easy-to-implement and easy-to-use solution to reach customers and compete with organizations that have larger marketing and sales budgets. As of December 31, 2018, we had 56,628 Total Customers of varying sizes in more than 100 countries, representing almost every industry.

Our Growth Platform is a multi-tenant, single code-based and globally available software-as-a-service product delivered through web browsers or mobile applications. We sell our Growth Platform on a subscription basis. Our total revenue increased to $513.0 million in 2018, from $375.6 million in 2017, and from $271.0 million in 2016, representing year-over-year increases of 37% in 2018 and 39% in 2017. We had net losses of $63.8 million in 2018, $39.7 million in 2017, and $45.6 million in 2016, primarily due to investments in our growth.

We derive most of our revenue from subscriptions to our cloud-based Growth Platform and related professional services, which consist of customer on-boarding and training services. Subscription revenue accounted for 95% of our total revenue for the years ended December 31, 2018 and 2017 and 94% of our total revenue in the year ended December 31, 2016. We sell multiple product plans at different base prices on a subscription basis, each of which includes our core Growth Platform and integrated applications to meet the needs of the various customers we serve. Customers pay additional fees if the number of contacts stored and tracked in the customer's database exceeds specified thresholds. We generate additional revenue based on the purchase of additional subscriptions, purchase of additional products, purchases of our add-on products and the number of account users, subdomains and website visits. Most of our customers' subscriptions are one year or less in duration.

Subscriptions are non-cancelable and are billed in advance on various schedules. Because the mix of billing terms for orders can vary from period to period, the annualized value of the orders we enter into with our customers will not be completely reflected in deferred revenue at any single point in time. Accordingly, we do not believe that change in deferred revenue is an accurate indicator of future revenue for a given period of time.

Many of our customers purchase on-boarding and training services which are designed to help customers enhance their ability to attract, engage and delight their customers using our Growth Platform. Professional services and other revenue accounted for 5% of total revenue for the years ended December 31, 2018 and 2017 and 6% of our total revenue for the year ended December 31, 2016. We expect professional services and other margins to range from a moderate loss to breakeven for the foreseeable future.

We have focused on rapidly growing our business and plan to continue to make investments to help us address some of the challenges facing us to support this growth, such as demand for our Growth Platfo rm by existing and new customers, significant competition from other providers of marketing, sales and customer service software and related applications and rapid technological change in our industry. We believe that the growth of our business is dependen t on many factors, including our ability to expand our customer base, increase adoption of our Growth Platform within existing customers, develop new products and applications to extend the functionality of our Growth Platform and provide a high level of c ustomer service. We expect to increase our investment in sales and marketing as we continue to expand our sales teams, increase our marketing activities and grow our international operations. We also expect to increase our investment in research and develo pment as we continue to introduce new products and applications to extend the functionality of our Growth Platform. We also intend to invest in maintaining a high level of customer service and support which we consider critical for our continued success. W e plan to continue investing in our data center infrastructure and services capabilities in order to support continued future customer growth. We also expect to continue to incur additional general and administrative expenses as a result of both our growth and the infrastructure required to be a public company. We expect to use our cash flow from operations and the proceeds from our convertible debt and prior stock offerings to fund these growth strategies and do not expect to be profitable in the near term .

We believe that these investments will result in an increase in our subscription revenue base. This will result in revenue increasing faster than the increase in sales and marketing, research and development and general and administrative expenses, exclusive of stock-based compensation, as we reach economies of scale. With this increased operating leverage, we expect our operating margins to increase in the long term. However, we will incur losses in the short term. If we are unable to achieve our revenue growth objectives, including a high rate of renewals of our customer agreements, we may not be able to achieve profitability.

Key Business Metrics

The following key business metrics are presented in this Annual Report on Form 10-K or in our press releases announcing our financial results which are furnished on Form 8-K. We use these key business metrics to evaluate our business, measure our performance, identify trends affecting our business and results of operations, formulate financial projections and make strategic decisions. These key business metrics may be calculated in a manner different than similar key business metrics used by other companies.

	Year Ended December 31,	
	2018	2017
Total Customers	56,628	41,593
Total Average Subscription Revenue per Customer	$ 9,904	$ 10,180
Total Subscription Dollar Retention Rate	100.7%	100.5%

Total Customers. We believe that our ability to increase our customer base is an indicator of our market penetration and growth of our business as we continue to expand our sales force and invest in marketing efforts. We define our Total Customers at the end of a particular period as the number of business entities or individuals with one or more paid subscriptions to our Sales Hub Marketing Hub, or Service Hub products, either paid directly or through a Partner. We do not include in Total Customers business entities or individuals with one or more paid subscriptions solely for our legacy Sales Hub ($10) product. A single customer may have separate paid subscriptions for separate websites, sales licenses or seats, or our Sales Hub, Marketing Hub, or Service Hub products, but we count these as one customer if certain customer-provided information such as company name, URL, or email address indicate that these subscriptions are managed by the same business entity or individual.

Total Average Subscription Revenue per Customer. We believe that our ability to increase the Total Average Subscription Revenue per Customer is an indicator of our ability to grow the long-term value of our existing customer relationships. We define Total Average Subscription Revenue per Customer during a particular period as subscription revenue, excluding revenue from our legacy Sales Hub ($10) product, from our Total Customers during the period divided by the average Total Customers during the same period.

Total Subscription Dollar Retention Rate. We believe that our ability to retain and expand a customer relationship is an indicator of the stability of our revenue base and the long-term value of our customers. We assess our performance in this area u sing a metric we refer to as our Total Subscription Dollar Retention Rate. We compare the aggregate Total Contractual Monthly Subscription Revenue of our Total Customer base as of the beginning of each month, which we refer to as Total Retention Base Reven ue, to the aggregate Total Contractual Monthly Subscription Revenue of the same group of Total Customers at the end of that month, which we refer to as Total Retained Subscription Revenue. We define Total Contractual Monthly Subscription Revenue as the tot al amount of subscription fees contractually committed to be paid for a full month under all of our Total Customer agreements, excluding any commissions owed to our Partners. Our Total Subscription Dollar Retention Rate for a given period is calculated by first dividing Total Retained Subscription Revenue by Total Retention Base Revenue for each month in the period, calculating the weighted average of these rates using the Total Retention Base Revenue for each month in the period, and then annualizing the r esulting rates **.**

Key Components of Consolidated Statements of Operations

Revenue

We derive our revenue from two major sources, revenue from subscriptions to our Growth Platform and professional services and other revenue consisting mainly of on-boarding and training services fees.

Subscription based revenue is derived from customers using our Growth Platform for their inbound marketing, sales and service needs. Our Growth Platform features integrated applications that create a cohesive and adaptable customer experience. These integrated applications include a CRM, search engine optimization, blogging, website content management, messaging, chatbots, social media, marketing automation, email, predictive lead scoring, sales productivity, ticketing and helpdesk tools, customer NPS surveys, analytics, and reporting. Subscriptions are non-cancelable and are billed in advance on various schedules. All subscription fees that are billed in advance of service are recorded in deferred revenue. Subscription based revenue is recognized net of consideration paid to Partners when a partner purchases a subscription to our Growth Platform (as opposed to an end-customer), because we are the agent and our customer is the partner and our remaining obligation is to the partner.

Professional services and other revenue are derived primarily from customer on-boarding and training services. The on-boarding and training services provided to customers typically involves an implementation specialist. An implementation specialist will typically work with our customers to enhance their understanding of how to attract leads and convert them into customers through search engine optimization, social media, blogging and other content. Training is generally sold in connection with a customer's initial subscription and is billed in advance. The training is also available to be purchased separately following a customer's purchase of its initial subscription and our Partners routinely provide the same training to customers. The Company recognizes revenue from on-boarding and training services as the services are provided.

Cost of Revenue and Operating Expenses

Cost of Revenue

Cost of subscription revenue consists primarily of managed hosting providers and other third-party service providers, employee-related costs including payroll, benefits and stock-based compensation expense for our customer support team, amortization of capitalized software development costs and acquired technology, and allocated overhead costs, which we define as rent, facilities and costs related to information technology, or IT.

Cost of professional services and other revenue consists primarily of personnel costs of our professional services organization, including salaries, benefits, bonuses and stock-based compensation, as well as allocated overhead costs.

We expect that cost of subscription and professional services and other revenue will increase in absolute dollars as we continue to invest in growing our business. Over time, we expect to gain benefits of scale associated with our costs of hosting our Growth Platform relative to subscription revenues, resulting in improved subscription gross margin. We expect professional services and other margins to range from a moderate loss to breakeven for the foreseeable future.

R esearch and Development

Research and development expenses consist primarily of personnel costs of our development team, including payroll, benefits and stock-based compensation expense and allocated overhead costs. We capitalize certain software development costs that are attributable to developing new products and adding incremental functionality to our Growth Platform and amortize such costs as costs of subscription revenue over the estimated life of the new product or incremental functionality, which is generally two years. We also capitalize certain development costs that are attributable to developing our internally built software platforms and generally amortize such costs as sales and marketing or general and administrative expense over the estimated life of our internally developed software platforms, which is generally five years. We focus our research and development efforts on improving our products and developing new ones, delivering new functionality and enhancing the customer experience. We believe delivering new functionalities for our customers is an integral part of our solution and provides our customers with access to a broad array of options and information critical to their marketing, sales, and customer service efforts. We expect to continue to make investments in and expand our offerings to enhance our customers' experience and satisfaction and attract new customers. We expect research and development expenses to increase in absolute dollars as we continue to increase the functionality of our Growth Platform.

Sales and Marketing

Sales and marketing expenses consist primarily of personnel costs of our sales and marketing employees, including sales commissions and incentives, benefits and stock-based compensation expense, marketing programs, including lead generation, costs of our annual INBOUND conference, other brand building expenses, amortization of capitalized software development costs associated with our internally built software platforms, and allocated overhead costs. We defer certain sales commissions related to acquiring new contracts and amortize them ratably over a period of benefit that we have determined to be approximately one to three years. Sales and marketing expenses also include commissions paid to our Partners in instances where the end customer purchases a subscription to our Growth Platform directly from us as we are the principal for providing the subscription that has been purchased.

We plan to continue to expand sales and marketing to grow our customer base and increase sales to existing customers. This growth will include adding sales personnel and expanding our marketing activities to continue to generate additional leads and build brand awareness. We expect sales and marketing expenses will increase as a result of hiring net new quota-carrying sales representatives in the United States and worldwide, adding to the marketing staff and expanding our annual INBOUND conference. Over time, we expect sales and marketing expenses will decline as a percentage of total revenue.

General and Administrative

General and administrative expenses consist of personnel costs and related expenses for executive, finance, legal, human resources, employee-related information technology, administrative personnel, including payroll, benefits and stock-based compensation expense; professional fees for external legal, accounting and other consulting services, amortization of capitalized software development costs associated with our internally built software platforms, and allocated overhead costs. We expect that general and administrative expenses will increase on an absolute dollar basis but decrease as a percentage of total revenue as we focus on processes, systems and controls to enable our internal support functions to scale with the growth of our business. We also anticipate continuing increases to general and administrative expenses as we incur the costs of compliance associated with being a publicly traded company, including audit and consulting fees.

Other Expense

Interest income primarily consists of interest earned on invested cash and cash equivalents balances and investments. Interest expense primarily consists of amortization of the debt discount and issuance costs related to the 2022 Notes that is recorded as interest expense, contractual interest expense on the 2022 Notes, and interest on capital leases. Other expense primarily consists of the impact of foreign currency transaction gains and losses associated with monetary assets and liabilities.

Income Tax (expense) benefit

The income tax (expense) benefit consists of current and deferred taxes for U.S. and foreign jurisdictions. We have historically had a taxable loss in our most significant jurisdiction, the U.S., and a full valuation allowance against the majority of our deferred tax assets. We expect this to continue in the near term.

Results of Operations

The following tables set forth certain consolidated financial data in dollar amounts and as a percentage of total revenue.

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Revenue:			
Subscription	$ 487,450	$ 356,727	$ 254,775
Professional services and other	25,530	18,885	16,192
Total revenue	512,980	375,612	270,967
Cost of revenue:			
Subscription	69,718	51,563	41,182
Professional services and other	30,639	24,166	20,683
Total cost of revenue	100,357	75,729	61,865
Gross profit	412,623	299,883	209,102
Operating expenses:			
Research and development	117,603	70,373	45,997
Sales and marketing	267,444	212,859	162,647
General and administrative	75,834	56,787	45,120
Total operating expenses	460,881	340,019	253,764
Loss from operations	(48,258)	(40,136)	(44,662)
Other expense:			
Interest income	9,176	3,837	854
Interest expense	(21,386)	(13,181)	(265)
Other expense	(1,492)	(559)	(956)
Total other expense	(13,702)	(9,903)	(367)
Loss before income tax (expense) benefit	(61,960)	(50,039)	(45,029)
Income tax (expense) benefit	(1,868)	10,325	(533)
Net loss	$ (63,828)	$ (39,714)	$ (45,562)

	Year Ended December 31,		
	2018	2017	2016
Revenue:			
Subscription	95%	95%	94%
Professional services and other	5	5	6
Total revenue	100	100	100
Cost of revenue:			
Subscription	14	14	15
Professional services and other	6	6	8
Total cost of revenue	20	20	23
Gross profit	80	80	77
Operating expenses:			
Research and development	23	19	17
Sales and marketing	52	57	60
General and administrative	15	15	17
Total operating expenses	90	91	94
Loss from operations	(9)	(11)	(16)
Total other expense	(3)	(3)	—
Loss before income tax (expense) benefit	(12)	(13)	(17)
Income tax (expense) benefit	—	3	—
Net loss	(12)%	(11)%	(17)%

* Percentages are based on actual values. Totals may not sum due to rounding.

Year Ended December 31, 201 8 Compared to the Year Ended December 31, 201 7

Revenue

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Subscription	$ 487,450	$ 356,727	$ 130,723	37%
Professional services and other	25,530	18,885	6,645	35%
Total revenue	$ 512,980	$ 375,612	$ 137,368	37%

Subscription revenue increased 37% during 2018 due to an increase throughout the year in Total Customers, which grew from 41,593 as of December 31, 2017 to 56,628 as of December 31, 2018. Total Average Subscription Revenue per Customer decreased from $10,180 for the year ended December 31, 2017 to $9,904 for the year ended December 31, 2018. The growth in Total Customers was primarily driven by our increased sales representative capacity to meet market demand. The decrease in Average Subscription Revenue per Customer was driven primarily by our continued adoption of our “freemium” model which allows us to add new customers through our lower cost products.

The 35% increase in professional services and other revenue resulted primarily from the increase in Total Customers and from delivery of on-boarding and training services for the additional subscriptions sold.

Total Cost of Revenue, Gross Profit and Gross Margin

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Total cost of revenue	$ 100,357	$ 75,729	$ 24,628	33%
Gross profit	412,623	299,883	112,740	38%
Gross margin	80%	80%		

Total cost of revenue increased 33% during 2018 primarily due to an increase in subscription and hosting costs, employee-related costs, amortization of capitalized software development costs, amortization of acquired technology, and allocated overhead expenses. Gross margins remained consistent year-over-year.

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Subscription cost of revenue	$ 69,718	$ 51,563	$ 18,155	35%
Percentage of subscription revenue	14%	14%		

The increase in subscription cost of revenue for the year ended December 31, 2018 compared to the year ended December 31, 2017 was primarily due to the following:

	Change
	(in thousands)
Subscription and hosting costs	$ 6,972
Employee-related costs	6,123
Amortization of capitalized software development costs	3,022
Amortization of acquired technology	1,297
Allocated overhead expenses	741
	$ 18,155

Subscription and hosting costs increased due to growth in our Total C ustomer base from 41,593 at December 31, 2017 to 56,628 at December 31, 2018. Employee-related costs increased as a result of increased headcount as we continue to grow our customer suppo rt organization to support our customer growth and improve service levels and offerings. Amortization of capitalized software development costs increased due to the increased number of developers working on our software platform as we continue to develop n ew products and increased functionality. Amortization of acquired technology increased due to acquired technology being placed into service during the year ended December 31, 2018. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount.

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Professional services and other cost of revenue	$ 30,639	$ 24,166	$ 6,473	27%
Percentage of professional services and other revenue	120%	128%		

The increase in professional services and other cost of revenue for the year ended December 31, 2018 compared to the year ended December 31, 2017 was primarily due to the following:

	Change
	(in thousands)
Employee-related costs	$ 5,138
Allocated overhead expenses	1,335
	$ 6,473

Employee-related costs increased as a result of increased headcount as we continue to grow our professional services organization to support our customer growth. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount.

Research and Development

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Research and development	$ 117,603	$ 70,373	$ 47,230	67%
Percentage of total revenue	23%	19%		

The increase in research and development expense for the year ended December 31, 2018 compared to the year ended December 31, 2017 was primarily due to the following:

	Change
	(in thousands)
Employee-related costs	$ 42,998
Allocated overhead expenses	4,232
	$ 47,230

Employee-related costs increased as a result of increased headcount as we continue to grow our engineering organization to develop new products, increase functionality and to maintain our existing Growth Platform. Allocated overhead expense increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount.

Sales and Marketing

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Sales and marketing	$ 267,444	$ 212,859	$ 54,585	26%
Percentage of total revenue	52%	57%		

The increase in sales and marketing expense for the year ended December 31, 2018 compared to the year ended December 31, 2017 was primarily due to the following:

	Change (in thousands)
Employee-related costs	$ 37,213
Partner commissions	9,898
Allocated overhead expense	4,427
Marketing programs	3,047
	$ 54,585

Employee-related costs increased as a result of increased headcount as we continue to expand our selling and marketing organizations to grow our customer base. The increase in employee-related costs was partially offset by lower sales commissions expense due to amortizing deferred commission expense over a longer period of time compared to 2017 as a result of our adoption of new guidance related to revenue recognition. Partner commissions increased as a result of increased revenue generated through our Partners. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount. Marketing programs increased as we continue to make investments in attracting new customers and increased the size of our annual INBOUND event.

General and Administrative

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
General and administrative	$ 75,834	$ 56,787	$ 19,047	34%
Percentage of total revenue	15%	15%		

The increase in general and administrative expense for the year ended December 31, 2018 compared to the year ended December 31, 2017 was primarily due to the following:

	Change (in thousands)
Employee-related costs	$ 12,704
Allocated overhead expense	$ 2,952
Customer credit card fees	2,119
Professional fees	1,272
	$ 19,047

Employee-related costs increased as a result of increased headcount as we continue to grow our business and require additional personnel to support our expanded operations. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount. Customer credit card fees increased due to increased customer transactions as we continue to grow our business. Professional fees increased due to increased accounting, legal and consulting costs due to growth in the business

Other Expense

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Interest income	$ 9,176	$ 3,837	$ 5,339	139%
Percentage of total revenue	2%	1%		
Interest expense	$ (21,386)	$ (13,181)	$ (8,205)	62%
Percentage of total revenue	(4)%	(4)%		
Other expense	$ (1,492)	$ (559)	$ (933)	167%
Percentage of total revenue	*	*		

* not meaningful

Interest income primarily consists of interest earned on invested cash and cash equivalents balances and investments. The increase is primarily due to increased investment holdings from the proceeds received from the 2022 Notes and an increase in yields on our investment balances.

Interest expense primarily consists of amortization of the debt discount and issuance costs related to the 2022 Notes that is recorded as interest expense, contractual interest expense on the 2022 Notes, and interest on capital leases. The increase was primarily due to the 2022 Notes being outstanding for the entire year in 2018 and the use of the effective-interest method to amortize the debt discount and issuance costs related to the 2022 Notes.

Other expense primarily consists of the impact of foreign currency transaction gains and losses associated with monetary assets and liabilities. The increase was primarily due to exchange rate fluctuations.

Income Tax (expense) benefit

	Year Ended December 31,		Change	
	2018	2017	Amount	%
	(dollars in thousands)			
Income tax (expense) benefit	$ (1,868)	$ 10,325	$ (12,193)	(118)%
Effective tax rate	3%	-21%		

Income tax (expense) benefit consists of current and deferred taxes for U.S. and foreign income taxes. The decrease in the income tax benefit was primarily due to the deferred tax impact of the acquisition of a business and the issuance of the 2022 Notes in the year ended December 31, 2017.

Year Ended December 31, 2017 Compared to the Year Ended December 31, 2016

Revenue

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Subscription	$ 356,727	$ 254,775	$ 101,952	40%
Professional services and other	18,885	16,192	2,693	17%
Total revenue	$ 375,612	$ 270,967	$ 104,645	39%

Subscription revenue increased 40% during 2017 due to an increase throughout the year in Total Customers, which grew from 28,097 as of December 31, 2016 to 41,593 as of December 31, 2017. Total Average Subscription Revenue per Customer decreased from $10,689 for the three months ended December 31, 2016 to $10,255 for the three months ended December 31, 2017. The growth in Total Customers was primarily driven by our increased sales representative capacity to meet market demand. The decrease in average subscription revenue per customer was driven primarily by our continued adoption of our “freemium” model which allows us to add new customers through our lower cost sales and marketing products.

The 17% increase in professional services and other revenue resulted primarily from increased delivery of on-boarding and training services related to increase in new subscriptions sold.

Total Cost of Revenue, Gross Profit and Gross Margin

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Total cost of revenue	$ 75,729	$ 61,865	$ 13,864	22%
Gross profit	299,883	209,102	90,781	43%
Gross margin	80%	77%		

Total cost of revenue increased 22% during 2017 primarily due to an increase in subscription and hosting costs, employee-related costs, amortization of developed technology, and allocated overhead expenses. The increase in gross margin was primarily driven by improved leverage of our hosting costs relative to growth in subscription revenue.

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Subscription cost of revenue	$ 51,563	$ 41,182	$ 10,381	25%
Percentage of subscription revenue	14%	16%		

The increase in subscription cost of revenue for the year ended December 31, 2017 compared to the year ended December 31, 2016 was primarily due to the following:

	Change
	(in thousands)
Employee-related costs	$ 4,661
Subscription and hosting costs	3,151
Amortization of capitalized software development costs	1,627
Allocated overhead expenses	942
	$ 10,381

Subscription and hosting costs increased due to growth in our Total Customer base from 28,097 at December 31, 2016 to 41,593 at December 31, 2017. Employee-related costs increased as a result of increased headcount as we continue to grow our customer support organization to support our customer growth and improve service levels and offerings. Amortization of capitalized software development costs increased due to the increased number of developers working on our software platform as we continue to develop new products and increased functionality. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount.

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Professional services and other cost of revenue	$ 24,166	$ 20,683	$ 3,483	17%
Percentage of professional services and other revenue	128%	128%		

The increase in professional services and other cost of revenue for the year ended December 31, 2017 compared to the year ended December 31, 2016 was primarily due to the following:

	Change
	(in thousands)
Employee-related costs	$ 2,599
Allocated overhead expenses	884
	$ 3,483

Employee-related costs increased as a result of increased headcount as we continue to grow our professional services organization to support our customer growth. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount.

Research and Development

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Research and development	$ 70,373	$ 45,997	$ 24,376	53%
Percentage of total revenue	19%	17%		

The increase in research and development expense for the year ended December 31, 2017 compared to the year ended December 31, 2016 was primarily due to the following:

	Change
	(in thousands)
Employee-related costs	$ 21,370
Allocated overhead expenses	3,006
	$ 24,376

Employee-related costs increased as a result of increased headcount as we continue to grow our engineering organization to develop new products, increase functionality and to maintain our existing platform. Allocated overhead expense increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount.

Sales and Marketing

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Sales and marketing	$ 212,859	$ 162,647	$ 50,212	31%
Percentage of total revenue	57%	60%		

The increase in sales and marketing expense for the year ended December 31, 2017 compared to the year ended December 31, 2016 was primarily due to the following:

	Change
	(in thousands)
Employee-related costs	$ 30,632
Allocated overhead expenses	8,206
Partner commissions	6,243
Marketing programs	5,131
	$ 50,212

Employee-related costs increased as a result of increased headcount as we continue to expand our selling and marketing organizations to grow our customer base. Partner commissions increased as a result of increased revenue generated through our Partners. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount. Marketing programs increased as we continue to make investments in attracting new customers, and increased the size of our annual INBOUND event.

General and Administrative

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
General and administrative	$ 56,787	$ 45,120	$ 11,667	26%
Percentage of total revenue	15%	17%		

The increase in general and administrative expense for the year ended December 31, 2017 compared to the year ended December 31, 2016 was primarily due to the following:

	Change
	(in thousands)
Employee-related costs	$ 9,041
Customer credit card fees	1,106
Professional fees	900
Allocated overhead expenses	620
	$ 11,667

Employee-related costs increased as a result of increased headcount as we continue to grow our business and require additional personnel to support our expanded operations. Customer credit card fees increased due to increased customer transactions as we continue to grow our business. Professional fees increased due to increased accounting, legal and consulting costs due to growth in the business. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount.

Other (Expense) Income

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Interest income	$ 3,837	$ 854	$ 2,983	349%
Percentage of total revenue	1%	*		
Interest expense	$ (13,181)	$ (265)	$ (12,916)	4874%
Percentage of total revenue	(4)%	*		
Other expense	$ (559)	$ (956)	$ 397	(42)%
Percentage of total revenue	*	*		

* not meaningful

Interest income primarily consists of interest earned on invested cash and cash equivalents balances and investments. The increase is primarily due to the increase in amount of investment holdings with the proceeds received from the 2022 Notes. Interest expense primarily consists of amortization of the debt discount and issuance costs related to the 2022 Notes that is recorded as interest expense, contractual interest expense on the 2022 Notes, and interest on capital leases. The increase was primarily due to amortization of the debt discount and issuance costs related to the 2022 Notes that were issued during 2017. Other expense primarily consists of the impact of foreign currency transaction gains and losses associated with monetary assets and liabilities. The decrease was primarily due to exchange rate fluctuations.

Income Tax Expense

	Year Ended December 31,		Change	
	2017	2016	Amount	%
	(dollars in thousands)			
Income tax expense	$ 10,325	$ (533)	$ 10,858	-2037%
Effective tax rate	-21%	1%		

Income tax benefit (expense) consists of current and deferred taxes for U.S. and foreign income taxes. The increase in the income tax benefit was primarily due to the deferred tax impact of the acquisition of a business and the issuance of the 2022 Notes. For more information on the tax implications of the acquisition of a business and the 2022 Notes, refer to Notes 5 and 7 of the consolidated financial statements appearing elsewhere in this Annual Report Form 10-K. On December 22, 2017, tax legislation was enacted which included lowering the U.S. corporate income tax rate to 21% effective in 2018. We remeasured certain deferred tax assets and liabilities based on the tax rates at which they are expected to reverse in the future, which is generally 21%. As we have a full valuation allowance on US deferred assets, the allowance was adjusted accordingly based on the remeasured deferred tax asset and liability position. As a result, the legislation had a limited impact on our income tax benefit (expense).

Liquidity and Capital Resources

Our principal sources of liquidity to date have been cash and cash equivalents, net accounts receivable, our common stock offerings, and our convertible notes offering.

The following table shows cash and cash equivalents, working capital, net cash and cash equivalents provided by operating activities, net cash and cash equivalents used in investing activities, and net cash and cash equivalents provided by financing activities for the years ended December 31, 2018, 2017 and 2016:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Cash and cash equivalents	$ 111,489	$ 87,680	$ 59,702
Working capital	475,409	424,205	48,870
Net cash and cash equivalents provided by operating activities	84,851	49,614	19,366
Net cash and cash equivalents used in investing activities	(71,230)	(396,611)	(22,829)
Net cash and cash equivalents provided by financing activities	12,778	376,806	8,473

Our cash and cash equivalents at December 31, 2018 was held for working capital purposes. We believe our working capital is sufficient to support our operations for at least the next 12 months. At December 31, 2018, $ 44.6 million of our cash and cash equivalents was held in accounts outside the United States. As of December 31, 2018 we completed our accounting for the US tax reform legislation and we determined that we will no longer assert indefinite reinvestment of our foreign earnings because these earnings have now been subject to United States Federal tax. While we have concluded that any incremental tax incurred upon ultimate distribution of these earnings to be immaterial, our current plans do not demonstrate a need to repatriate undistributed earnings to fund our U.S. operations.

Net Cash and Cash Equivalents Provided by Operating Activities

Net cash and cash equivalents provided by operating activities consists primarily of net loss adjusted for certain non-cash items, including stock-based compensation, depreciation and amortization and other non-cash charges, net.

Net cash and cash equivalents provided by operating activities during the year ended December 31, 2018 primarily reflected our net loss of $63.8 million and accretion of bond discount of $6.8 million offset by non-cash expenses that included $23.4 million of depreciation and amortization, $76.3 million in stock-based compensation, $2.3 million of non-cash rent expense and $20.3 million of amortization of debt discount and issuance costs. Working capital sources of cash and cash equivalents primarily included a $49.3 million increase in deferred revenue primarily resulting from the growth in the number of customers invoiced during the period and a $11.9 million increase in accrued expenses, a $5.8 million increase in deferred rent, a $3.9 million decrease in prepaid and other assets, and a $3.3 million increase in accounts payable related to timing of bill payments. These sources of cash and cash equivalents were offset by a $17.7 million increase in accounts receivable as a result of increased billings to customers consistent with the overall growth of the business, and a $23.9 million increase in deferred commissions.

Net cash and cash equivalents provided by operating activities during the year ended December 31, 2017 primarily reflected our net loss of $39.7 million, deferred income tax benefit of $11.5 million, and accretion of bond discount of $1.6 million offset by non-cash expenses that included $15.8 million of depreciation and amortization, $47.3 million in stock-based compensation, $5.0 million of non-cash rent expense and $12.4 million of amortization of debt discount and issuance costs. Working capital sources of cash and cash equivalents primarily included a $39.0 million increase in deferred revenue primarily resulting from the growth in the number of customers invoiced during the period and a $8.2 million increase in accrued expenses, a $3.6 million increase in deferred rent related to a tenant improvement allowance received and a $1.1 million increase in accounts payable as a result of increased expense related to overall growth of the Company. These sources of cash and cash equivalents were offset by a $20.2 million increase in accounts receivable as a result of increased billings to customers consistent with the overall growth of the business, a $5.6 million increase in prepaid expenses and other assets, and a $4.0 million increase in deferred commissions.

Net cash and cash equivalents provided by operating activities during the year ended December 31, 2016 primarily reflected our net loss of $45.6 million, offset by non-cash expenses that included $11.2 million of depreciation and amortization, $32.7 million in stock-based compensation, $0.6 million of amortization of bond premium, and $4.0 million of non-cash rent expense. Working capital sources of cash and cash equivalents primarily included a $32.3 million increase in deferred revenue primarily resulting from the growth in the number of customers invoiced during the period and a $4.0 million increase in accrued expenses, and a $1.0 million increase in accounts payable as a result of increased expense related to overall growth of the Company. These sources of cash and cash equivalents were offset by a $14.1 million increase in accounts receivable as a result of increased billings to customers consistent with the overall growth of the business, and a $6.1 million increase in prepaid expense related to growth of the company.

Net Cash and Cash Equivalents Used in Investing Activities

Our investing activities have consisted primarily of purchases and maturities of investments, property and equipment purchases, an acquisition of a business and purchase of technology, strategic investments, and capitalization of software development costs. Capitalized software development costs are related to new products or improvements to our existing software platform that expands the functionality for our customers.

Net cash and cash equivalents used in investing activities during the year ended December 31, 2018 consisted primarily of $681.6 million of purchases of investments, $22.3 million of purchased property and equipment, $11.2 million of capitalized software development costs and $0.5 million related to the purchase of strategic investments. These uses of cash were offset by $644.4 million received related to the maturity of investments.

Net cash and cash equivalents used in investing activities during the year ended December 31, 2017 consisted primarily of $890.0 million of purchases of investments, $20.3 million of purchased property and equipment, $7.1 million of capitalized software development costs, $9.4 million for the acquisition of a business and purchase of technology, and $3.5 million related to strategic investments. These uses of cash were offset by $533.7 million received from the maturity of investments.

Net cash and cash equivalents used in investing activities during the year ended December 31, 2016 consisted primarily of $52.1 million of purchases of investments, $15.8 million of purchased property and equipment, and $5.7 million of capitalized software development costs. These uses of cash were offset by $50.8 million related to maturities and sales of investments. In the year ended December 31, 2016, we continued to invest in improvements to our leased spaces.

Net Cash and Cash Equivalents Provided by Financing Activities

Our financing activities have consisted primarily of our stock offerings, the various components of our 2022 Notes offering, the issuance of common stock under our stock plans, payments of employee taxes related to the net share settlement of stock-based awards, and repayments of our capital lease obligations.

For the year ended December 31, 2018, cash and cash equivalents provided by financing activities consisted primarily of $21.6 million of proceeds related to issuance of common stock under stock plans. These sources of cash were offset by $8.0 million used for payment of employee taxes related to the net share settlement of stock-based awards and $0.7 million used for repayments of capital leases.

For the year ended December 31, 2017, cash and cash equivalents provided by financing activities consisted primarily $389.2 million of net proceeds from the issuance of the 2022 Notes, $58.9 million of proceeds from the issuance of warrants related to the 2022 Notes, and $13.1 million of proceeds related to issuance of common stock under stock plans. These sources of cash were offset by $78.9 million used for the purchase of a note hedge related to 2022 Notes, $4.4 million used for payment of employee taxes related to the net share settlement of stock-based awards and $1.1 million used for repayments of capital leases.

For the year ended December 31, 2016, cash and cash equivalents provided by financing activities consisted primarily $11.6 million of proceeds received from the issuance of common stock under stock plans. This source of cash was offset by $2.4 million used for payment of employee taxes related to the net share settlement of stock-based awards.

Critical Accounting Policies and Estimates

Our management's discussion and analysis of financial condition and results of operations is based on our consolidated financial statements which have been prepared in accordance with accounting principles generally accepted in the United States of America. In preparing our financial statements, we make estimates, assumptions and judgments that can have a significant impact on our reported revenues, results of operations and net income or loss, as well as on the value of certain assets and liabilities on our balance sheet during and as of the reporting periods. These estimates, assumptions and judgments are necessary because future events and their effects on our results and the value of our assets cannot be determined with certainty and are made based on our historical experience and on other assumptions that we believe to be reasonable under the circumstances. These estimates may change as new events occur or additional information is obtained, and we may periodically be faced with uncertainties, the outcomes of which are not within our control and may not be known for a prolonged period of time. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates.

Revenue Recognition

We generate revenue from arrangements with multiple performance obligations, which typically include subscriptions to our online software solutions and professional services which include on-boarding and training services. Our customers do not have the

rig ht to take possession of the online software products. Revenue from online software products is recognized ratably over the subscription period beginning on the date the online software product is made available to customers. We recognize revenue from on-b oarding and training services as the services are provided. Amounts billed that have not yet met the applicable revenue recognition criteria are recorded as deferred revenue.

As part of accounting for arrangements with multiple performance obligations, we must assess whether each performance obligation we have with a customer is distinct. A good or service that is promised to a customer is distinct if the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and a company's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract. We have determined that subscriptions for our online software products are distinct because, once a customer has access to the online software product it purchased, the online software product is fully functional and does not require any additional development, modification, or customization. Professional services sold are distinct because the customer benefits from the on-boarding and training to make better use of the online software products it purchased.

We allocate the transaction price to each distinct performance obligation based on the standalone selling price ("SSP") of each good or service. We calculate SSP for each type of online software product and professional service offering by averaging the selling price of all purchases within the trailing four calendar quarters. We use four quarters of transaction data to determine SSP as most of our customer arrangements are one year or less and pricing may be subject to change upon each customer's renewal. In instances where there are not sufficient data points, or the average selling prices for a particular online software product or professional service offering are disparate, we estimate the SSP using other observable inputs, such as similar products or services. If the actual selling price for the sale of an online software product or professional service offering within a multiple performance obligation arrangement substantially differs from the SSP of that offering, we use the relative SSP to allocate the transaction price to the performance obligations in the contract.

We pay our partners a commission based on the online software product sales price for sales to end-customers. The classification of the commission paid in our consolidated statements of operations depends on who purchases the online software product. In instances where the end-customer purchases the online software product from us, we are the principal and we record the commission paid to the partner as sales and marketing expense. When the partner purchases the online software product from us, we are the agent and we net the consideration paid to the partner against the associated revenue we recognize, as in these instances our customer is the partner and our remaining obligation is to the partner. We do not believe that we receive a tangible benefit from the commission payments to our partners.

Costs to Obtain a Contract with a Customer

Sales commissions earned by our sales force are considered incremental, recoverable costs of obtaining a contract with a customer. Sales commissions for initial contracts are deferred and then amortized on a straight-line basis over a period of benefit that we have determined to be approximately one to three years. The one to three-year period has been determined by taking into consideration the type of product sold, the commitment term of the customer contract, the nature of the Company's technology development life-cycle, and an estimated customer relationship period. Sales commissions for upgrade contracts are deferred and amortized on a straight-line basis over the remaining estimated customer relationship period of the related customer. While we do not anticipate any significant changes to the one to three year amortization period, if a change did occur it could produce a material impact on our financial statements. For example, if the commitment term of our customer contracts significantly increased, our deferred commission expense asset would increase, and our amortization expense would decrease in the period in which the change occurs.

Capitalized Software Development Costs

Software development costs consist of certain payroll and stock compensation costs incurred to develop functionality for our Growth Platform and internally built software platforms, as well as certain upgrades and enhancements that are expected to result in enhanced functionality. We capitalize certain software development costs for new offerings as well as upgrades to our existing software platforms. We amortize these development costs over the estimated useful life of two to five years on a straight-line basis. We believe there are two key estimates within the capitalized software balance, which are the determination of the useful life of the software and the determination of the amounts to be capitalized.

We determined that a two to five year life is appropriate for our internal-use software based on our best estimate of the useful life of the internally developed software after considering factors such as continuous developments in the technology, obsolescence and anticipated life of the service offering before significant upgrades. Based on our prior experience, internally generated software will generally remain in use for a minimum of two to five years before being significantly replaced or modified to keep up with evolving customer and company needs. While we do not anticipate any significant changes to this two to five year estimate, a change in this estimate could produce a material impact on our financial statements. For examp le, if we received information that indicated the useful life of all internally developed software was one year rather than two, our capitalized software balance would decrease by approximately 50% and our amortization expense would increase by 50% in the year of adoption of the change in estimate.

We determine the amount of internal software costs to be capitalized based on the amount of time spent by our developers on projects. Costs associated with building or significantly enhancing our Growth Platform and internally built software platforms are capitalized, while costs associated with planning new developments and maintaining our Growth Platform software and internally built software platforms are expensed as incurred. There is judgment involved in estimating the stage of development as well as estimating time allocated to a particular project. A significant change in the time spent on each project could have a material impact on the amount capitalized and related amortization expense in subsequent periods.

Stock-Based Compensation

We recognize compensation expense for option awards based on the fair value of the award and on a straight-line basis over the vesting period of the award based on the estimated portion of the award that is expected to vest.

Inherent in the valuation and recording of stock-based compensation for option awards, there are several estimates that we make in regard to valuation and expense that will be incurred. We use the Black-Scholes option pricing model to measure the fair value of our option awards when they are granted. For stock options and RSUs granted, our board of directors determines the fair value based on the closing price of our common stock as reported on the New York Stock Exchange on the date of grant. We use the daily historical volatility of companies we consider to be our peers. To determine our peer companies, we use the following criteria: software or software-as-a-service companies; similar histories and relatively comparable financial leverage; sufficient public company trading history; and in similar businesses and geographical markets. We use the peers' stock price volatility over the expected life of our granted options to calculate the expected volatility. The expected term of employee option awards is determined using the average midpoint between vesting and the contractual term for outstanding awards, or the simplified method, because we do not yet have a sufficient history of option exercises. We consider this appropriate as we plan to see changes to our equity structure in the future and there is no other method that would be more indicative of exercise activity. The risk-free interest rate is based on the rate on U.S. Treasury securities with maturities consistent with the estimated expected term of the awards. We have not paid dividends and do not anticipate paying a cash dividend in the foreseeable future and, accordingly, use an expected dividend yield of zero.

The following table summarizes the assumptions, other than fair value of our common stock, relating to our stock options granted in the years ended December 31, 2018, 2017, and 2016:

	Year Ended December 31,		
	2018	2017	2016
Dividend yield	—	—	—
Expected volatility (%)	41.34-43.55	39.4 - 43.7	38.0 - 41.0
Risk-free interest rate (%)	2.62-2.85	1.74 - 2.09	1.38 - 1.41
Expected term (years)	5.06-6.42	5.18 - 6.21	5.08 - 6.21

We will continue to use judgment in evaluating the expected volatility and expected term utilized in our stock-based compensation expense calculations on a prospective basis. As we continue to accumulate additional data related to our common stock, we may refine our estimates of expected volatility and expected term, which could materially impact our future stock-based compensation expense.

Goodwill Impairment

Goodwill represents the excess of the cost of an acquired entity over the net fair value of the identifiable assets acquired and liabilities assumed. Goodwill is not amortized, but rather is assessed for impairment at least annually. We performed our annual impairment assessment on November 30, 2018. We operate under one reporting unit and as a result, evaluate goodwill impairment based on our fair value as a whole.

To determine the number of operating segments and reporting units that are present, we analy zed whether there is any customer, product or geographic information that drives the chief operating decision makers (our chief executive and operating officers) decisions on how to allocate resources and whether any segment management exists. Management h as concluded that operating decisions are made at the consolidated company level and there is no segment management in place that reviews results of operations with the chief operating decision maker.

In assessing goodwill for impairment, an entity has the option to assess qualitative factors to determine whether events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, it is more likely than not that the fair value of the reporting unit is greater than its carrying value, then performing the two-step impairment test is unnecessary. An entity can choose not to perform a qualitative assessment for any of its reporting units and proceed directly to the use of the two-step impairment test.

When assessing goodwill for impairment for the year ended December 31, 2018, we first performed a qualitative assessment to determine whether it was necessary to perform the two-step quantitative analysis. Based on the qualitive assessment we determined it was unlikely that our reporting unit fair value was less than its carrying value and the two-step impairment test was not required. Based on the results of our most recent annual qualitive assessment performed on November 30, 2018, there was no impairment of goodwill recorded.

Strategic Investments

We hold strategic investments consisting of non-controlling equity investments in privately held companies. These investments without readily determinable fair values for which the Company does not have the ability to exercise significant influence are accounted for using the measurement alternative. Under the measurement alternative, the non-marketable securities are carried at cost less any impairments, plus or minus adjustments resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer. Fair value is not estimated for non-marketable equity securities if there are no identified events or changes in circumstances that may have an effect on the fair value of the investment.

Contractual Obligations and Commitments

Contractual obligations are cash that we are obligated to pay as part of certain contracts that we have entered during our course a business. Certain of our leases contain optional termination dates. The table below only includes payments up to the optional termination date. If we were to extended leases beyond the optional termination date the future commitments would increase by approximately $84.2 million. Below is a table that shows the projected outlays as of December 31, 2018:

		Payments due in:			
	Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
		(in thousands)			
Capital lease obligations	$ 311	$ 290	$ 21	$ —	$ —
Operating leases obligations	352,279	27,755	69,183	71,000	184,341
Vendor commitments	58,053	27,115	29,632	1,306	—
Total	$ 410,643	$ 55,160	$ 98,836	$ 72,306	$ 184,341

In February 2019, we entered into a new 3 year property lease in Sydney, Australia. In conjunction with the new lease existing leases were amended. The new lease commences in April 2019 and we will pay an aggregate of approximately $1.7 million in incremental rent over the 3 year term.

Letters of Credit

As of December 31, 2018, we had a total of $5.6 million in letters of credit outstanding substantially in favor of certain landlords for office space. These irrevocable letters of credit, which are not included in the table of contractual obligations above, are secured by Certificate of Deposits and are expected to remain in effect, in some cases, until 2029.

Off Balance Sheet Arrangements

We have no material off-balance sheet arrangements at December 31, 2018 or 2017 exclusive of items described above and indemnifications of officers, directors and employees for certain events or occurrences while the officer, director or employee is, or was, serving at our request in such capacity.

Recent Accounting Pronouncements

For information on recent accounting pronouncements, see *Recent Accounting Pronouncements* in the notes to the consolidated financial statements appearing elsewhere in this Annual Report on Form 10-K.

ITEM 7A. Qualitative and Quantitative Disclosures About Market Risk

Foreign Currency Exchange Risk

We have foreign currency risks related to our revenue and operating expenses denominated in currencies other than the U.S. dollar, primarily the Euro, British Pound Sterling, Australian dollar, Singaporean dollar, Japanese Yen, and Colombian Peso. Since we translate foreign currencies into U.S. dollars for financial reporting purposes, currency fluctuations can have an impact on our financial results.

We have experienced and will continue to experience fluctuations in our net loss as a result of transaction gains or losses related to revaluing certain current asset and current liability balances that are denominated in currencies other than the functional currency of the entities in which they are recorded. We recognized immaterial amounts of foreign currency gains and losses in each of the periods presented. We have not engaged in the hedging of our foreign currency transactions to date, we are evaluating the costs and benefits of initiating such a program and may in the future hedge selected significant transactions denominated in currencies other than the U.S. dollar as we expand our international operation and our risk grows.

Interest Rate Sensitivity

Our portfolio of cash and cash equivalents and short- and long-term investments is maintained in a variety of securities, including government agency obligations, corporate bonds and money market funds. Investments are classified as available-for-sale securities and carried at their fair market value with cumulative unrealized gains or losses recorded as a component of accumulated other comprehensive loss within stockholders' equity. A sharp rise in interest rates could have an adverse impact on the fair market value of certain securities in our portfolio. We do not currently hedge our interest rate exposure and do not enter into financial instruments for trading or speculative purposes.

Inflation Risk

We do not believe that inflation has had a material effect on our business. However, if our costs, in particular personnel, sales and marketing and hosting costs, were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, operating results and financial condition.

Market Risk and Market Interest Risk

In May 2017, we issued $400 million aggregate principal amount of 0.25% convertible senior notes due 2022. The fair value of our convertible senior notes is subject to interest rate risk, market risk and other factors due to the convertible feature. The fair value of the convertible senior notes will generally increase as our common stock price increases and will generally decrease as our common stock price declines in value. The interest and market value changes affect the fair value of our convertible senior notes but do not impact our financial position, cash flows or results of operations due to the fixed nature of the debt obligation. Generally, the fair values of 2022 Notes will increase as interest rates fall and decrease as interest rates rise. Additionally, we carry the convertible senior notes at face value less unamortized discount on our balance sheet, and we present the fair value for required disclosure purposes only.

The table below provides a sensitivity analysis of hypothetical 10% changes of our stock price as of December 31, 2018 and the estimated impact on the fair value of the 2022 Notes. The selected scenarios are not predictions of future events, but rather are intended to illustrate the effect such event may have on the fair value of the 2022 Notes.

Hypothetical change in HubSpot stock price	Fair value	Estimated change in fair value	Hypothetical percentage increase (decrease) in fair value
10% increase	$ 619,720	$ 44,520	8%
No change	$ 575,200	$ —	—
10% decrease	$ 529,480	$ (45,720)	(8)%

ITEM 8. FINANC IAL STATEMENTS

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIR M

To the Board of Directors and Stockholders of HubSpot, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of HubSpot, Inc. and its subsidiaries (the "Company") as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive loss, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2018, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for revenues from contracts with customers in 2018.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Lim itations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

Boston, Massachusetts
February 12, 2019

We have served as the Company's auditor since 2016.

HUBSPOT, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except per share amounts)

	December 31, 2018	December 31, 2017
Assets		
Current assets:		
Cash and cash equivalents	$ 111,489	$ 87,680
Short-term investments	480,761	416,663
Accounts receivable—net of allowance for doubtful accounts of $1,317 and $638 at December 31, 2018 and 2017, respectively	77,100	60,676
Deferred commission expense	23,664	13,343
Restricted cash	5,175	4,757
Prepaid expenses and other current assets	14,229	19,382
Total current assets	712,418	602,501
Long-term investments	11,450	31,394
Property and equipment, net	52,468	43,294
Capitalized software development costs, net	12,746	8,760
Deferred commission expense, net of current portion	18,114	—
Other assets	6,888	4,964
Intangible assets, net	4,919	6,312
Goodwill	14,950	14,950
Total assets	833,953	712,175
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	7,810	4,657
Accrued compensation costs	23,589	16,329
Accrued expenses and other current liabilities	22,305	20,430
Deferred revenue	183,305	136,880
Total current liabilities	237,009	178,296
Deferred rent, net of current portion	26,445	18,868
Deferred revenue, net of current portion	2,179	2,277
Other long-term liabilities	4,897	3,927
Convertible senior notes	318,782	298,447
Total liabilities	589,312	501,815
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Common stock, $0.001 par value—authorized, 500,000 shares; issued and outstanding, 39,300 and 37,503 at December 31, 2018 and 2017, respectively	40	38
Additional paid-in capital	589,708	496,461
Accumulated other comprehensive loss	(723)	(57)
Accumulated deficit	(344,384)	(286,082)
Total stockholders' equity	244,641	210,360
Total liabilities and stockholders' equity	$ 833,953	$ 712,175

The accompanying notes are an integral part of the consolidated financial statements.

HUBSPOT, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)

	Year Ended December 31,		
	2018	2017	2016
Revenue:			
Subscription	$ 487,450	$ 356,727	$ 254,775
Professional services and other	25,530	18,885	16,192
Total revenue	512,980	375,612	270,967
Cost of Revenue:			
Subscription	69,718	51,563	41,182
Professional services and other	30,639	24,166	20,683
Total cost of revenue	100,357	75,729	61,865
Gross profit	412,623	299,883	209,102
Operating expenses:			
Research and development	117,603	70,373	45,997
Sales and marketing	267,444	212,859	162,647
General and administrative	75,834	56,787	45,120
Total operating expenses	460,881	340,019	253,764
Loss from operations	(48,258)	(40,136)	(44,662)
Other expense:			
Interest income	9,176	3,837	854
Interest expense	(21,386)	(13,181)	(265)
Other expense	(1,492)	(559)	(956)
Total other expense	(13,702)	(9,903)	(367)
Loss before income tax (expense) benefit	(61,960)	(50,039)	(45,029)
Income tax (expense) benefit	(1,868)	10,325	(533)
Net loss	(63,828)	(39,714)	(45,562)
Net loss per common share, basic and diluted	$ (1.66)	$ (1.08)	$ (1.29)
Weighted average common shares used in computing basic and diluted net loss per common share:	38,529	36,827	35,197

The accompanying notes are an integral part of the consolidated financial statements.

HUBSPOT, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands)

	Year ended December 31,		
	2018	2017	2016
Net loss	$ (63,828)	$ (39,714)	$ (45,562)
Other comprehensive loss:			
Foreign currency translation adjustments	(776)	968	(172)
Changes in unrealized gain (loss) on investments, net of income taxes of $0 in 2018, $0 in 2017, and $71 in 2016.	110	(161)	113
Comprehensive loss	$ (64,494)	$ (38,907)	$ (45,621)

The accompanying notes are an integral part of the consolidated financial statements.

HUBSPOT, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands, except per share amounts)

	Common Stock, $0.001 Par Value		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total
	Shares	Amount				
Balances at January 1, 2016	34,313	$ 34	$ 322,833	$ (805)	$ (200,354)	$ 121,708
Issuance of common stock under stock plans, net of shares withheld for employee taxes	1,471	2	8,745	—	—	8,747
Stock-based compensation	—	—	33,866	—	—	33,866
Unrealized loss on investments, net of income taxes of $71	—	—	—	113	—	113
Cumulative translation adjustment	—	—	—	(172)	—	(172)
Net loss	—	—	—	—	(45,562)	(45,562)
Balances at December 31, 2016	35,784	36	365,444	(864)	(245,916)	118,700
Issuance of common stock under stock plans, net of shares withheld for employee taxes	1,719	2	7,919	—	—	7,921
Stock-based compensation	—	—	48,933	—	—	48,933
Cumulative adjustment from adoption of stock compensation standard	—	—	452		(452)	—
Unrealized gain on investments, net of income taxes of $0				(161)		(161)
Cumulative translation adjustment	—	—	—	968	—	968
Equity component of 2022 Notes (Note 7)	—	—	73,713	—	—	73,713
Net loss	—	—	—	—	(39,714)	(39,714)
Balances at December 31, 2017	37,503	38	496,461	(57)	(286,082)	210,360
Issuance of common stock under stock plans, net of shares withheld for employee taxes	1,797	2	14,729	—	—	14,731
Stock-based compensation	—	—	78,518	—	—	78,518
Cumulative adjustment from adoption of revenue recognition standard (Note 2)	—	—		—	5,526	5,526
Cumulative translation adjustment	—	—	—	(776)	—	(776)
Unrealized loss on investments, net of income taxes of $0	—	—	—	110	—	110
Net loss	—	—	—	—	(63,828)	(63,828)
Balances at December 31, 2018	39,300	$ 40	$ 589,708	$ (723)	$ (344,384)	$ 244,641

The accompanying notes are an integral part of the consolidated financial statements.

HUBSPOT, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		
	2018	2017	2016
Operating Activities:			
Net loss	$ (63,828)	$ (39,714)	$ (45,562)
Adjustments to reconcile net loss to net cash and cash equivalents provided by operating activities:			
Depreciation and amortization	23,428	15,786	11,177
Stock-based compensation	76,261	47,317	32,675
Deferred income tax expense (benefit)	36	(11,546)	(133)
Amortization of debt discount and issuance costs	20,335	12,366	—
(Accretion) amortization of bond discount premium	(6,787)	(1,576)	647
Non-cash rent expense	2,336	5,039	3,968
Unrealized currency translation	483	(139)	81
Changes in assets and liabilities, net of acquisition			
Accounts receivable	(17,726)	(20,180)	(14,099)
Prepaid expenses and other assets	3,880	(5,588)	(6,126)
Deferred commission expense	(23,900)	(4,004)	(453)
Accounts payable	3,298	1,100	983
Accrued expenses and other current liabilities	11,920	8,195	4,004
Deferred rent	5,799	3,559	(107)
Deferred revenue	49,316	38,999	32,311
Net cash and cash equivalents provided by operating activities	84,851	49,614	19,366
Investing Activities:			
Purchases of investments	(681,632)	(890,009)	(52,131)
Maturities and sales of investments	644,375	533,660	50,840
Purchases of property and equipment	(22,305)	(20,276)	(15,789)
Capitalization of software development costs	(11,168)	(7,071)	(5,749)
Acquisition of a business and purchase of technology	—	(9,415)	—
Purchase of strategic investments	(500)	(3,500)	—
Net cash and cash equivalents used in investing activities	(71,230)	(396,611)	(22,829)
Financing Activities:			
Employee taxes paid related to the net share settlement of stock-based awards	(8,033)	(4,419)	(2,368)
Proceeds related to the issuance of common stock under stock plans	21,555	13,086	11,584
Proceeds from issuance of convertible notes, net of issuance costs paid of $10,767	—	389,233	—
Purchase of note hedge related to convertible notes	—	(78,920)	—
Proceeds from the issuance of warrants related to convertible notes, net of issuance costs paid of $200	—	58,880	—
Repayment of capital lease obligations	(744)	(1,054)	(743)
Net cash and cash equivalents provided by financing activities	12,778	376,806	8,473
Effect on exchange rate changes on cash and cash equivalents	(2,069)	2,790	(760)
Net increase in cash, cash equivalents and restricted cash	24,330	32,599	4,250
Cash, cash equivalents and restricted cash, beginning of year	92,784	60,185	55,935
Cash, cash equivalents and restricted cash, end of year	$ 117,114	$ 92,784	$ 60,185
Supplemental cash flow disclosure:			
Cash paid for interest	$ 1,036	$ 762	$ 174
Cash paid for income taxes	$ 1,842	$ 855	$ 954
Non-cash investing and financing activities:			
Property and equipment acquired under capital lease	$ —	$ 1,039	$ 995
Capital expenditures incurred but not yet paid	$ 666	$ 680	$ 1,383
Asset retirement obligations	$ 216	$ 575	$ 561

The accompanying notes are an integral part of the consolidated financial statements

1. Organization and Operations

HubSpot, Inc. (the "Company"), provides a cloud-based inbound marketing and sales platform which features integrated applications to help businesses attract visitors to their websites, convert visitors into leads, close leads into customers and delight customers so they become promoters of those businesses. These integrated applications include a CRM, search engine optimization, blogging, website content management, messaging, chatbots, social media, marketing automation, email, predictive lead scoring, sales productivity, ticketing and helpdesk tools, customer NPS surveys, analytics, and reporting .

2. Summary of Significant Accounting Policies

Basis of Presentation —The consolidated financial statements have been prepared in U.S. dollars, in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany transactions have been eliminated in consolidation.

Use of Estimates —The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Operating Segments —The Company operates as one operating segment. Operating segments are defined as components of an enterprise for which separate financial information is regularly evaluated by the chief operating decision makers ("CODMs"), which are the Company's chief executive officer and chief operating officer, in deciding how to allocate resources and assess performance. The Company's CODMs evaluate the Company's financial information and resources and assess the performance of these resources on a consolidated basis. Since the Company operates in one operating segment, all required financial segment information can be found in the consolidated financial statements.

Loss Per Share — Basic net loss per share is computed by dividing net loss by the weighted average number of common shares outstanding for the period. Diluted net loss per share is computed by giving effect to all potential dilutive common stock equivalents outstanding for the period. For purposes of this calculation, options to purchase common stock, restricted stock units ("RSUs"), the shares issuable under the Employee Stock Purchase Plan ("ESPP"), common stock warrants, and the Conversion Option of the 2022 Notes are considered to be potential common stock equivalents.

A reconciliation of the denominator used in the calculation of basic and diluted loss per share is as follows:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands, except per share amounts)		
Net loss	$ (63,828)	$ (39,714)	$ (45,562)
Weighted-average common shares outstanding—basic	38,529	36,827	35,197
Dilutive effect of share equivalents resulting from stock options, RSUs, ESPP common stock warrants, and the Conversion Option of the 2022 Notes	—	—	—
Weighted-average common shares outstanding-diluted	38,529	36,827	35,197
Net loss per common share, basic and diluted	$ (1.66)	$ (1.08)	$ (1.29)

Since the Company incurred net losses for each of the periods presented, diluted net loss per share is the same as basic net loss per share. The Company's outstanding stock options, RSUs, shares issuable under the ESPP, common stock warrants, and C onversion Option of the 2022 Notes were not included in the calculation of diluted net loss per share as the effect would be anti-dilutive. The following table contains all potentially dilutive common stock equivalents.

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Options to purchase common shares	1,824	2,085	2,709
RSUs	1,732	2,315	2,264
Conversion option of the 2022 Notes	967	—	—
Common stock warrants	244	—	—
ESPP	—	10	11

The Company expects to settle the principal amount of the 2022 Notes (Note 7) in cash, and therefore, the Company uses the treasury stock method for calculating any potential dilutive effect of the Conversion Option on diluted net income per share, if applicable. The Conversion Option will have a dilutive impact on net income per share when the average market price of the Company's common stock for a given period exceeds the conversion price of the 2022 Notes of $94.77 per share. The common stock warrants will have a dilutive impact on net income per share when the average price of the Company's common stock for a given period exceeds $115.83. Because the last reported sale price of the Company's common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the calendar quarter ended December 31, 2018 was equal to or greater than 130% of the applicable conversion price on each applicable trading day, the 2022 Notes are convertible at the option of the holders thereof during the calendar quarter ending March 31, 2019. As of February 8, 2019, no holders have converted or indicated their intention to convert the 2022 Notes.

Cash and Cash Equivalents —The Company considers all highly liquid investments purchased with original maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash held in bank deposit accounts and short-term, highly-liquid investments with remaining maturities of three months or less at the date of purchase, consisting of money-market funds.

Investments — Investments consist of corporate debt securities and U.S. Treasury securities. Securities having remaining maturities of more than three months at the date of purchase and less than one year from the date of the balance sheets are classified as short-term, and those with maturities of more than one year from the date of the balance sheet are classified as long-term in the consolidated balance sheets. The Company classifies its debt investments with readily determinable market values as available-for-sale. These investments are classified as investments on the consolidated balance sheets and are carried at fair market value, with unrealized gains and losses considered to be temporary in nature reported as accumulated other comprehensive loss, a separate component of stockholders' equity. The Company reviews all investments for reductions in fair value that are other-than-temporary. When such reductions occur, the cost of the investment is adjusted to fair value through recording a loss on investments in the consolidated statements of operations. Gains and losses on investments are calculated on the basis of specific identification.

Investments are considered to be impaired when a decline in fair value below cost basis is determined to be other-than-temporary. The Company periodically evaluates whether a decline in fair value below cost basis is other-than-temporary by considering available evidence regarding these investments including, among other factors: the duration of the period that, and extent to which, the fair value is less than cost basis; the financial health of, and business outlook for the issuer, including industry and sector performance and operational and financing cash flow factors; overall market conditions and trends and the Company's intent and ability to retain its investment in the security for a period of time sufficient to allow for an anticipated recovery in market value. Once a decline in fair value is determined to be other-than-temporary, a write-down is recorded and a new cost basis in the security is established.

Strategic investments — Strategic investments consist of non-controlling equity investments in privately held companies. These investments without readily determinable fair values for which the Company does not have the ability to exercise significant influence are accounted for using the measurement alternative. Under the measurement alternative, the non-marketable securities are carried at cost less any impairments, plus or minus adjustments resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer.

Accounts Receivable and Allowance for Doubtful Accounts —Accounts receivable are carried at the original invoiced amount less an allowance for doubtful accounts based on the probability of future collection. When management becomes aware of circumstances that may decrease the likelihood of collection to a point where a receivable is no longer probable of being collected, it records an allowance against amounts due, which reduces the receivable to the amount that management reasonably believes will be collected. For all other customers, management determines the adequacy of the allowance based on historical loss patterns, the number of days that billings are past due and an evaluation of the potential risk of loss associated with specific accounts. To date, losses resulting from uncollected receivables have not exceeded management's expectations.

The following is a roll forward of the Company's allowance for doubtful accounts (in thousands):

	Balance Beginning of Period	Charged to Statement of Operations	Deductions (1)	Balance at End of Period
Allowance for doubtful accounts				
Year ended December 31, 2018	$ 638	$ 5,514	$ (4,835)	$ 1,317
Year ended December 31, 2017	$ 617	$ 3,353	$ (3,332)	$ 638
Year ended December 31, 2016	$ 371	$ 2,517	$ (2,271)	$ 617

(1) Deductions include actual accounts written-off, net of recoveries.

Restricted Cash —The Company had restricted cash of $5.6 million at December 31, 2018 and $5.1 million at December 31, 2017 related to letters of credit for it leased facilities. The following table provides a reconciliation of the cash, cash equivalents and restricted cash within the consolidated balance sheets that sum to the total of the same such amounts shown in the statement of cash flows for the year ended December 31, 2018 and 2017.

	December 31, 2018	December 31, 2017
	(in thousands)	
Cash and cash equivalents	$ 111,489	$ 87,680
Restricted cash	5,175	4,757
Restricted cash, included in other assets	450	347
Total cash, cash equivalents, and restricted cash	$ 117,114	$ 92,784

Property and Equipment —Property and equipment are stated at cost and depreciated using the straight-line method over the estimated useful lives of the related assets. Expenditures for maintenance and repairs are charged to expense as incurred, whereas major betterments are capitalized as additions to leasehold improvements. Depreciation is recorded over the following estimated useful lives:

	Estimated Useful Life
Employee related computer equipment	2 -3 years
Computer equipment and purchased software	3 years
Office equipment	5 years
Furniture and fixtures	5 years
Internal use software	5 years
Leasehold improvements	Lesser of lease term or useful life

Internal use software

The Company capitalizes certain payroll and stock compensation costs incurred to develop functionality for certain of the Company's internally built software platforms. The costs incurred during the preliminary stages of development are expensed as incurred. Once a piece of incremental functionality has reached the development stage certain internal costs are capitalized until the functionality is ready for its intended use. Internal use software is included within property and equipment on the balance sheet. The costs are generally amortized on a straight-line basis over an estimated useful life of approximately five years.

Asset Retirement Obligations — The Company recognizes Assets Retirement Obligations ("AROs") for any significant lease restoration obligation, if required by a lease agreement. The fair values of these AROs are recorded on a discounted basis, at the time the obligation is incurred, and accreted over time for the change in present value. Additionally, the Company capitalizes asset retirement costs by increasing the carrying amount of the related long-lived assets and depreciating these assets over their remaining useful life.

The changes in these obligations during the year ending December 31, 2018 and December 31, 2017 are as follows:

	Year Ended December 31,	
	2018	2017
	(in thousands)	
Beginning balance	$ 1,191	$ 591
Additions	459	580
Accretion	92	46
Settlements	—	(26)
Updates to estimated cash flows	(318)	—
Ending balance	$ 1,424	$ 1,191

Impairment of Long-Lived Assets —Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable or that the useful lives of those assets are no longer appropriate. Management considers the following potential indicators of impairment of its long-lived assets (asset group): a substantial decrease in the Company's stock price, a significant adverse change in the extent or manner in which a long-lived asset (asset group) is being used, a significant adverse change in legal factors or in the business climate that could affect the value of the long-lived asset (asset group), an accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of a long-lived asset (asset group), and a current expectation that, more likely than not, a long lived asset (asset group) will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. When such events occur, the Company compares the carrying amounts of the assets to their undiscounted expected future cash flows. If this comparison indicates that there may be an impairment, the amount of the impairment is calculated as the difference between the carrying value and fair value. For the years presented, the Company did not recognize an impairment charge.

Intangible Assets — Intangible assets consist of acquired technology. We record acquired intangible assets at fair value on the date of acquisition. and amortize such assets using the straight-line method over the expected useful life of the asset. The estimated useful life of acquired technology is two to three years. The Company evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets. If the estimate of an intangible asset's remaining useful life is changed, we amortize the remaining carrying value of the intangible asset prospectively over the revised remaining useful life.

Goodwill —Goodwill represents the excess of cost over the fair value of the net tangible and identifiable intangible assets acquired in a business combination. The Company has no other intangible assets with indefinite useful lives. Goodwill is not subject to amortization but is monitored annually for impairment or more frequently if there are indicators of impairment. Management considers the following potential indicators of impairment: significant underperformance relative to historical or projected future operating results, significant changes in the Company's use of acquired assets or the strategy of the Company's overall business, significant negative industry or economic trends and a significant decline in the Company's stock price for a sustained period. The Company performs its annual impairment test on November 30. Currently, the Company's goodwill is evaluated at the entity level as it is determined there is only one reporting unit. When assessing goodwill for impairment the Company first performs a qualitative assessment to determine whether it is necessary to perform the two-step quantitative analysis. If the Company determines it is unlikely that our reporting unit fair value was less than its carrying value then no two-step impairment test is performed. If the Company can not make a determination based on the qualitative assessment then the Company performs a two-step impairment test. Based on the qualitive assessment performed on November 30, 2018, the Company determined it was unlikely that our reporting unit fair value was less than its carrying value and no two-step impairment test was required. There were no indicators that the Company's goodwill had become impaired since that date, and as such, there was no impairment of goodwill as of November 30, 2018 or December 31, 2018.

For the years ended December 31, 2018, 2017 and 2016, the Company did not recognize an impairment charge.

Advertising Expense —The Company expenses advertising as incurred, which is included in sales and marketing expense in the accompanying consolidated statements of operations. The Company incurred $8.4 million of advertising expense in 2018, $5.5 million in 2017, and $4.2 million in 2016.

Revenue Recognition — The Company generates revenue from arrangements with multiple performance obligations, which typically include subscriptions to its online software products and professional services which include on-boarding and training services. The Company's customers do not have the right to take possession of the online software products. The Company recognizes revenue from contracts with customers using a five-step model, which is described below:

- Identify the customer contract;

- Identify performance obligations that are distinct;
- Determine the transaction price;
- Allocate the transaction price to the distinct performance obligations; and
- Recognize revenue as the performance obligations are satisfied.

Identify the customer contract

A customer contract is generally identified when the Company and a customer have executed an arrangement that calls for the Company to grant access to its online software products and provide professional services in exchange for consideration from the customer.

Identify performance obligations that are distinct

A performance obligation is a promise to provide a distinct good or service or a series of distinct goods or services. A good or service that is promised to a customer is distinct if the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and a company's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract. The Company has determined that subscriptions for its online software products are distinct because, once a customer has access to the online software product that it purchased, the online software product is fully functional and does not require any additional development, modification, or customization. Professional services sold are distinct because the customer benefits from the on-boarding and training to make better use of the online software products it purchased.

Determine the transaction price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods or services to a customer, excluding sales taxes that are collected on behalf of government agencies. The Company estimates any variable consideration to which it will be entitled at contract inception, and reassesses at each reporting date, when determining the transaction price. The Company does not include variable consideration to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will occur when any uncertainty associated with the variable consideration is resolved.

Allocate the transaction price to the distinct performance obligations

The transaction price is allocated to each performance obligation based on the relative standalone selling prices ("SSP") of the goods or services being provided to the customer. The Company determines the SSP of its goods and services based upon the average sales prices for each type of online software product and professional services sold. In instances where there are not sufficient data points, or the selling prices for a particular online software product or professional service are disparate, the Company estimates the SSP using other observable inputs, such as similar products or services.

Recognize revenue as the performance obligations are satisfied

Revenues are recognized when or as control of the promised goods or services is transferred to customers. Revenue from online software products is recognized ratably over the subscription period beginning on the date the Company's online software products are made available to customers. Most subscription contracts are one year or less. The Company recognizes revenue from on-boarding and training services as the services are provided.

Disaggregation of Revenue

The Company provides disaggregation of revenue based on geographic region (Note 8) and based on the subscription versus professional services and other classification on the consolidated statements of operations as it believes these best depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors

Deferred Revenue, Deferred Commission Expense, and Accrued Expenses and Other Current Liabilities

Amounts that have been invoiced are recorded in accounts receivable and deferred revenue or revenue, depending on whether the revenue recognition criteria have been met. Deferred revenue represents amounts billed for which revenue has not yet been recognized. Deferred revenue that will be recognized during the succeeding 12-month period is recorded as current deferred revenue, and the remaining portion is recorded as long-term deferred revenue.

Deferred revenue during the year ended December 31, 2018 increased by $46.3 million resulting from $559.3 million of additional invoicing and was offset by revenue recognized of $513.0 million during the same period. $138.1million of revenue was recognized during the year ended December 31, 2018 that was included in deferred revenue at the beginning of the period. As of December 31, 2018, approximately $126.4 million of revenue is expected to be recognized from remaining performance obligations for contracts with original performance obligations that exceed one year. The Company expects to recognize revenue on approximately 94% of these remaining performance obligations over the next 24 months, with the balance recognized thereafter.

Additional contract liabilities $1.6 million and $1.0 million were included in accrued expenses and other current liabilities on the consolidated balance sheet for the years ended December 31, 2018 and December 31, 2017.

The incremental direct costs of obtaining a contract, which primarily consist of sales commissions paid for new subscription contracts, are deferred and amortized on a straight-line basis over a period of approximately one to three years. The one to three-year period has been determined by taking into consideration the type of product sold, the commitment term of the customer contract, the nature of the Company's technology development life-cycle, and an estimated customer relationship period. Sales commissions for upgrade contracts are deferred and amortized on a straight-line basis over the remaining estimated customer relationship period of the related customer. Deferred commission expense that will be recorded as expense during the succeeding 12-month period is recorded as current deferred commission expense, and the remaining portion is recorded as long-term deferred commission expense.

Deferred commission expense during the year ended December 31, 2018 increased by $22.9 million as a result of deferring incremental costs of obtaining a contract of $42.9 million and was offset by amortization of $20.0 million during the same period.

Partner Commissions

The Company pays its partners a commission based on the sales price for the subscription purchased. The classification of the commission paid on the Company's consolidated statements of operations depends on who purchases the subscription. In instances where the end-customer purchases from the Company, the Company is the principal and it records the commission paid to the partner as sales and marketing expense. When the partner purchases directly from the Company (on behalf of an end-customer), the Company is the agent and it nets the consideration paid to the partner against the associated revenue it recognizes, as in these instances the Company's customer is the partner and the Company's remaining obligation is to the partner. The Company does not believe that it receives a tangible benefit from the commission payment to the partner.

Concentrations of Credit Risk and Significant Customers —Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash, investments and accounts receivable.

A significant portion of the Company's cash and cash equivalents is held at four financial institutions that management believes to be of high credit quality. Although the Company deposits it cash and cash equivalents with multiple financial institutions, its deposits exceed federally insured limits.

The Company's investments consist of highly rated corporate debt securities and U.S. Treasury securities . The Company limits the amount of investments in any single issuer, except U.S. Treasuries. The Company believes that, as of December 31, 2018, its concentration of credit risk related to investments was not significant.

The Company has no significant off-balance sheet risk such as foreign exchange contracts, option contracts, or other hedging arrangements.

The Company generally does not require collateral from its customers and generally requires payment 30 days from the invoice date. The Company maintains an allowance for doubtful accounts based on its assessment of the collectability of accounts receivable. Credit risk arising from accounts receivable is mitigated as a result of transacting with a large number of geographically dispersed customers spread across various industries.

At December 31, 2018 and 2017 there were no customers that represented more than 10% of the net accounts receivable balance. There were no customers that individually exceeded 10% of the Company's revenue in any of the periods presented.

Foreign Currency —The functional currency of the Company's foreign subsidiaries is the local currency. Assets and liabilities denominated in a foreign currency are translated into U.S. dollars at the exchange rates in effect at the balance sheet dates; with the resulting translation adjustments directly recorded to a separate component of accumulated other comprehensive loss. Income and expense accounts are translated at the weighted-average exchange rates during the period. Foreign currency transaction gains and losses are recorded in other expense.

Research and Development —Research and development expenses include payroll, employee benefits and other expenses associated with product development.

Capitalized Software Development Costs —Certain payroll and stock compensation costs incurred to develop functionality for the Company's software and internally built software platforms, as well as certain upgrades and enhancements that are expected to result in increased functionality are capitalized. The costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, certain internal costs are capitalized until the software is substantially complete and ready for its intended use. Capitalized software development costs are amortized on a straight-line basis over their estimated useful life of two to five years. Management evaluates the useful lives of these assets on a quarterly basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

Capitalized software development costs, exclusive of those costs recorded within property and equipment, consisted of the following:

	December 31, 2018	December 31, 2017
	(in thousands)	
Gross capitalized software development costs	$ 46,169	$ 33,360
Accumulated amortization	(33,423)	(24,600)
Capitalized software development costs, net	$ 12,746	$ 8,760

The Company capitalized software development costs, exclusive of costs recorded within property and equipment, of $12.8 million in 2018, $8.2 million in 2017, and $6.4 million in 2016. Stock-based compensation costs included in capitalized software were $2.4 million in 2018, $1.6 million in 2017, and $1.2 million in 2016.

Amortization of capitalized software development costs, exclusive of costs recorded within property and equipment, was $9.2 million in 2018, $6.3 million in 2017, and $5.1 million in 2016. Amortization expense is included in cost of revenue in the consolidated statements of operations.

Income Taxes —Deferred tax assets and liabilities are recognized for the differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities using tax rates expected to be in effect in the years in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Accounting for uncertainty in income taxes recognized in the financial statements is in accordance with accounting authoritative guidance, which prescribes a two-step process to determine the amount of tax benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination. If the tax position is deemed "more-likely-than-not" to be sustained, the tax position is then assessed to determine the amount of benefit to recognize in the financial statements. The amount of the benefit that may be recognized is the largest amount that has a greater than 50 percent likelihood of being realized upon ultimate settlement.

Stock-Based Compensation — The Company accounts for all stock options and awards granted to employees and nonemployees using a fair value method. Stock-based compensation is recognized as an expense and is measured at the fair value of the award. The measurement date for awards is generally the date of the grant. Stock-based compensation costs are recognized as expense over the requisite service period, which is generally the vesting period for awards, on a straight-line basis for awards with only a service condition, and using the graded-method for awards with both a performance and service that were granted prior to our IPO, and on a straight-line basis for the awards that were granted following our IPO, which only have service conditions.

Recent Accounting Pronouncements — Recent accounting standards not included below are not expected to have a material impact on our consolidated financial position and results of operations.

Recent Accounting Pronouncements Adopted in 2018:

In November 2016, the Financial Accounting Standards Board ("FASB") issued guidance related to the presentation of restricted cash within the statement of cash flows. The guidance requires entities to show the changes in cash, cash equivalents, and restricted cash in the statement of cash flows. Entities will no longer present transfers between cash and cash equivalents and restricted cash in the statement of cash flows. The Company adopted the updated guidance as of January 1, 2018. As a result of adopting this guidance cash and cash equivalents used in investing activities increased by $521 thousand and net increase in cash, cash equivalents, and restricted cash also increased by $521 thousand for the year ended December 31, 2018. Cash and cash equivalents used in investing activities increased by $4.6 million and net increase in cash, cash equivalents, and restricted cash increased by $4.6 million

for the year ended Dec ember 31, 2017 in the consolidated statements of cash flows. Cash and cash equivalents used in investing activities increased by $128 thousand and net increase in cash, cash equivalents, and restricted cash increased by $128 thousand for the year ended Dec ember 31, 2016 in the consolidated statements of cash flows.

In January 2016, the FASB issued guidance that requires entities to measure equity instruments at fair value and recognize changes in fair value within the statement of operations. The Company adopted the updated guidance as of January 1, 2018. The guidance provides for electing a measurement alternative or defaulting to the fair value option for equity investments that do not have readily determinable fair values. The Company elected the measurement alternative for its equity investments in privately held companies, which are included in other assets in the accompanying consolidated balance sheets. These investments are measured at cost, less any impairment, plus or minus adjustments resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer, which will be recorded within the statement of operations. The adoption of this guidance did not have a material impact on the consolidated financial statements.

In May 2014, the FASB issued updated guidance and disclosure requirements for recognizing revenue. The new revenue recognition standard provides a five-step analysis of transactions to determine when and how revenue is recognized. The core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard also provides guidance on the recognition of costs related to obtaining customer contracts. The Company adopted the updated guidance as of January 1, 2018 using the modified retrospective transition method.

Adoption of Updated Revenue Guidance

On January 1, 2018, the Company adopted new revenue guidance using the modified retrospective method applied to those contracts which were not completed as of January 1, 2018. Results for reporting periods beginning after December 31, 2017 are presented under the new guidance, while prior period amounts are not adjusted and continue to be reported in accordance with historic revenue guidance. The Company applied the new standard using practical expedients where:

- the measurement of the transaction price excludes all taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction and collected by the Company from a customer;
- the new revenue guidance has been applied to portfolios of contracts with similar characteristics;
- the modified retrospective approach has been applied only to contracts that are not completed contracts at the date of initial adoption; and
- the value of unsatisfied performance obligations for contracts with an original expected length of one year or less has not been disclosed.

The impact of applying the new guidance in 2018 versus the prior guidance resulted in a change to the period over which sales commissions are amortized to incorporate an estimated customer life and the amortization period over which internally developed new features and increased functionality for our software platform is recorded, in addition to the initial contract period. This resulted in a longer amortization period for deferred commission expense, which reduces expense compared to the application of the prior guidance. There was also a change to the scope of sales commissions that are capitalized based on the definition of incremental costs of obtaining a contract. This increased the amount of commissions cost that was capitalized compared to the application of the prior guidance. In addition, there was a change in the timing of revenue recognition for certain sales contracts where free or discounted services are bundled with subscription services due to the removal of the limitation on recording contingent revenue that existed in the prior guidance. Removing the limitation of recording contingent revenue resulted in an acceleration of revenue recognition on these contracts compared to the application of the prior guidance.

The Company recorded a net increase to opening retained earnings of $5.5 million as of January 1, 2018 due to the cumulative impact of adopting the new revenue guidance, with the impact primarily related to the recognition of costs associated with obtaining customer contracts. The Company had previously recorded a net increase of $5.8 million to opening retained earnings as of January 1, 2018 to reflect the adoption of the new revenue guidance. During the three months ended June 30, 2018, the Company recorded an immaterial $274 thousand adjustment to the initial opening retained earnings adjustment to account for the deferred tax impact of the adoption of the new revenue standard.

The resulting impact to the consolidated statements of operations and comprehensive loss of applying the new guidance for the year ended December 31, 2018 ve rsus the prior guidance was a decrease to subscription revenue of $ 613 thousand, an increase to professional services and other revenue of $372 thousand, a decrease to total revenues of $2 41 thousand, and a decrease to selling and marketing expense and tot al operating expenses of $ 16.7 million for the year ended December 31, 2018 , and a decrease to income tax (expense) benefit of $168 thousand . The resulting impact to loss from operations and loss before income tax (expense) benefit was $16.5 million. The resulting impact to net loss and comprehensive loss was $ 16.7 million. The resulting impact on basic earnings per share was $ 0.43.

The resulting impact to the consolidated balance sheet of applying the new guidance in 2018 versus the prior guidance was a increase to short-term deferred commissions and total current assets of $4.1 million, an increase to long-term deferred commissions of $18.1 million, a decrease to other assets of $98 thousand, an increase in total assets of $22.1 million, a decrease to short-term deferred revenue, and total current liabilities of $89 thousand, an increase to other liabilities of $8 thousand, a decrease to total liabilities of $81 thousand, a decrease to accumulated deficit and increase to total stockholders' equity of $22.2 million, and an increase to total liabilities and stockholders' equity of $22.1 million. There was no impact to total cash flow from operations of applying the new guidance in 2018 versus the prior guidance because the decrease in net loss of $16.7 million, increase in the change in deferred commission expense of $16.7 million, increase in the change in deferred revenue of $0.2 million, and decrease in deferred taxes of $0.2 million net to $0 within cash flows from operations.

Recent Accounting Pronouncements to be Adopted in 2019:

In June 2018, the FASB issued guidance to expand the guidance for stock-based compensation, to include share-based payment transactions for acquiring goods and services from nonemployees. The pronouncement is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted. The Company does not believe the adoption of this guidance will have a material impact on the consolidated financial statements.

In February 2016, the FASB issued guidance that requires lessees to recognize most leases on their balance sheets but record expenses on their income statements in a manner similar to current accounting. For lessors, the guidance modifies the classification criteria and the accounting for sales-type and direct financing leases. The guidance is effective in 2019 with early adoption permitted. The Company will adopt the standard on January 1, 2019. The guidance is required to be adopted using a modified retrospective approach. Upon adoption, the Company expects to elect the transition relief package, permitted within the new standard, in which the Company will not reassess the classification of existing leases, whether any expired or existing contracts contain a lease, and if existing leases have any initial direct costs. The standard will have a material impact on the Company's consolidated balance sheet but will not have a material impact on the Company's consolidated statement of operations, consolidated statement of comprehensive loss, or consolidated statement of cash flows. The most significant impact will be the recognition of right-of-use assets and lease liabilities for operating leases as the Company expects the obligations under existing operating leases, as disclosed in Note 9 to the consolidated financial statements, will be reported in the consolidated balance sheet upon adoption. The Company is currently evaluating the potential changes from this guidance to future financial reporting and disclosures and designing and implementing related processes and controls. The Company is still assessing the incremental borrowing rates to be used in determining the quantitative impact of adoption on the Company's financial position.

Recent Accounting Pronouncements to be Adopted in 2020:

In January 2017, the FASB issued guidance simplifying the accounting for goodwill impairment by removing Step 2 of the goodwill impairment test. Under current guidance, Step 2 of the goodwill impairment test requires entities to calculate the implied fair value of goodwill in the same manner as the amount of goodwill recognized in a business combination by assigning the fair value of a reporting unit to all of the assets and liabilities of the reporting unit. The carrying value in excess of the implied fair value is recognized as goodwill impairment. Under the new standard, goodwill impairment is recognized based on Step 1 of the current guidance, which calculates the carrying value in excess of the reporting unit's fair value. The new standard is effective beginning in January 2020, with early adoption permitted. The Company is currently evaluating the impact of this guidance on the consolidated financial statements.

In June 2016, the FASB issued guidance that introduces a new methodology for accounting for credit losses on financial instruments, including available-for-sale debt securities. The guidance establishes a new "expected loss model" that requires entities to estimate current expected credit losses on financial instruments by using all practical and relevant information. Any expected credit losses are to be reflected as allowances rather than reductions in the amortized cost of available-for-sale debt securities. This guidance will be effective for the Company on January 1, 2020. The Company is currently evaluating the impact of this guidance on the consolidated financial statements.

3. Fair Value of Financial Instruments

The Company measures certain financial assets at fair value. Fair value is determined based upon the exit price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, as determined by either the principal market or the most advantageous market. Inputs used in the valuation techniques to derive fair values are classified based on a three-level hierarchy, as follows:

Level 1 — Quoted prices in active markets for identical assets or liabilities.

Level 2 — Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 — Unobservable inputs to the valuation methodology that are significant to the measurement of fair value of assets or liabilities.

The following table details the fair value measurements within the fair value hierarchy of the Company's financial assets and liabilities at December 31, 2018 and December 31, 2017:

	December 31, 2018			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
Cash equivalents and investments:				
Money market funds	$ 1,579	$ —	$ —	$ 1,579
Commercial paper	—	8,242	—	8,242
Corporate bonds	—	70,728	—	70,728
U.S. Treasury securities	—	413,241	—	413,241
Restricted cash:				
Certificates of deposit	—	5,625	—	5,625
Total	$ 1,579	$ 497,836	$ —	$ 499,415

	December 31, 2017			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
Cash equivalents and investments:				
Money market funds	$ 12,845	$ —	$ —	$ 12,845
Commercial paper	—	5,867	—	5,867
Corporate bonds	—	81,668	—	81,668
U.S. government agency obligations	—	3,987	—	3,987
U.S. Treasury securities	—	356,535	—	356,535
Restricted cash:				
Certificates of deposit	—	5,105	—	5,105
Total	$ 12,845	$ 453,162	$ —	$ 466,007

The Company considers all highly liquid investments purchased with a remaining maturity of three months or less to be cash equivalents. The fair value of the Company's investments in certain money market funds is their face value and such instruments are classified as Level 1 and are included in cash and cash equivalents on the consolidated balance sheets. At December 31, 2018 and December 31, 2017, our Level 2 securities were priced by pricing vendors. These pricing vendors utilize the most recent observable market information in pricing these securities or, if specific prices are not available for these securities, use other observable inputs like market transactions involving identical or comparable securities.

As of December 31, 2018, the fair value of the 2022 Notes (Note 7) was $575.2 million. The fair value was determined based on the quoted price of the 2022 Notes in an inactive market on the last trading day of the reporting period and has been classified as Level 2 within the fair value hierarchy.

For certain other financial instruments, including accounts receivable, accounts payable, capital leases and other current liabilities, the carrying amounts approximate their fair value due to the relatively short maturity of these balances.

Restricted cash is comprised of certificates of deposit related to landlord guarantees for our leased facilities. These restricted cash balances have been excluded from our cash and cash equivalents balance on our consolidated balance sheets.

Strategic investments consist of non-controlling equity investments in privately held companies. The Company elected the measurement alternative for these investments without readily determinable fair values and for which the Company does not have the ability to exercise significant influence. These investments are accounted for under the cost method of accounting. Under the cost method of accounting, the non-marketable equity securities are carried at cost less any impairment, plus or minus adjustments resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer, which is recorded within the statement of operations. The Company holds $4.0 million of strategic investments without readily determinable fair values at December 31, 2018 and $3.5 million of strategic investments without readily determinable fair values at December 31, 2017. These investments are included in other assets on the consolidated balance sheets. There have been no adjustments to the carrying value of strategic investments resulting from impairments or observable price changes.

The following tables summarize the composition of our short- and long-term investments at December 31, 2018 and 2017:

	December 31, 2018			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
	(in thousands)			
Commercial paper	$ 8,256	$ —	$ (14)	$ 8,242
Corporate bonds	70,958	3	(233)	70,728
U.S. Treasury securities	413,323	56	(138)	413,241
Total	$ 492,537	$ 59	$ (385)	$ 492,211

	December 31, 2017			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
	(in thousands)			
Commercial paper	$ 5,874	$ —	$ (7)	$ 5,867
Corporate bonds	81,947	—	(279)	81,668
U.S. government agency obligations	4,000	—	(13)	3,987
U.S. Treasury securities	356,671	8	(144)	356,535
Total	$ 448,492	$ 8	$ (443)	$ 448,057

For all of our securities for which the amortized cost basis was greater than the fair value at December 31, 2018 and 2017, the Company has concluded that there is no plan to sell the security nor is it more likely than not that the Company would be required to sell the security before its anticipated recovery. In making the determination as to whether the unrealized loss is other-than-temporary, the Company considered the length of time and extent the investment has been in an unrealized loss position, the financial condition and near-term prospects of the issuers, the issuers' credit rating and the time to maturity.

Contractual Maturities

The contractual maturities of short-term and long-term investments held at December 31, 2018 and 2017 are as follows:

	December 31, 2018		December 31, 2017	
	Amortized Cost Basis	Aggregate Fair Value	Amortized Cost Basis	Aggregate Fair Value
	(in thousands)			
Due within one year	$ 481,071	$ 480,761	$ 416,932	$ 416,663
Due after 1 year and within 2 years	11,466	11,450	31,560	31,394
Total	$ 492,537	$ 492,211	$ 448,492	$ 448,057

4. Property and Equipment

Property and equipment as of December 31, 2018 and December 31, 2017 consists of the following:

	December 31.	
	2018	2017
	(in thousands)	
Computer equipment & purchased software	$ 8,163	$ 4,571
Employee computer equipment	8,972	4,260
Furniture and fixtures	13,019	11,083
Office equipment	2,551	2,620
Leasehold improvements	42,894	33,446
Equipment under capital lease	3,450	3,450
Internal-use software	5,363	2,892
Construction in progress	2,498	3,198
Total property and equipment	86,910	65,520
Less accumulated depreciation	(34,442)	(22,226)
Property and equipment, net	$ 52,468	$ 43,294

Depreciation and amortization expense was $12.9 million in 2018, $9.4 million in 2017, and $5.9 million in 2016.

Accumulated depreciation for equipment under capital lease was $3.1 million as of December 31, 2018 and $2.4 million as of December 31, 2017.

The Company capitalized asset retirement costs of $1.3 million at December 31, 2018 and $1.1 million at December 31, 2017 within leasehold improvements on the consolidated balance sheets, and recorded the related liability to other long-term liabilities. These costs represent future lease restoration obligations as required by Company's leases.

5. Business Acquisition and Purchase of Technology

On September 20, 2017, the Company acquired 100% of the equity interests of Motion AI, Inc., a Delaware technology corporation that allows users to scale one-to-one communications. The acquisition strengthens the Company's position in the one-to-one communication space. Under the terms of the purchase agreement, the Company paid $9.0 million. The excess of the purchase consideration over the fair value of net tangible and identifiable intangible assets and liabilities acquired was recorded as goodwill and is primarily attributable to expanded market opportunities. The goodwill recognized is not deductible for U.S. income tax purposes.

The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed as part of the business combination were determined based on the replacement costs and present value of expected after-tax cash flows attributable to the business which were derived from management's estimates and assumptions. The sole intangible asset acquired in the business combination was developed technology and the estimate of fair value of the developed technology was determined using a replacement cost approach and the useful life of the technology was estimated to be two years. The Company began amortizing the acquired technology in 2018 when the technology is placed in use. The acquired technology is being amortized over its useful life of two years as cost of subscription revenue in the consolidated statements of operations.

The allocation of the purchase price to the estimated fair value of acquired assets and assumed liabilities is $32 thousand of tangible assets, $6.0 million of acquired technology, and $5.2 million of goodwill. As part of the purchase price allocation, the Company recorded a deferred tax benefit of $2.2 million from a partial release of its deferred tax asset valuation allowance. The net deferred tax liability from this acquisition provided a source of additional income to support the realizability of the Company's pre-existing deferred tax assets and as a result, the Company released a portion of its valuation allowance. Lastly, there was approximately $4.0 million of potential consideration that was not included in the purchase price allocation as it is not associated with pre-combination services. Through December 31, 2018, $3.8 million of this consideration had been earned and recorded as operating expense in the consolidated statements of operations. The remaining $0.2 million will be recorded as it is earned over a period of approximately 2 years.

The Company has included the operating results of the business combination in its consolidated financial statements since the date of the acquisition. The acquisition did not have a material effect on the revenue or earnings in the consolidated income statement for the reporting periods presented. The pro forma results of the Company as if the acquisition had taken place on the first day of 2016 were not materially different from the amounts reflected in the accompanying consolidated financial statements.

During the third quarter of 2017 the Company also acquired technology for $400 thousand. The estimated useful life of the acquired technology is two years.

6. Intangible Assets

Intangible assets as of December 31, 2018 and 2017 consist of the following:

	Weighted Average Remaining Useful Life	December 31,	
		2018	2017
		(in thousands)	
Acquired technology	20 Months	$ 7,252	$ 7,252
Accumulated amortization		(2,333)	(940)
Total		$ 4,919	$ 6,312

The estimated useful life of acquired technology is two to three years. The Company evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

Amortization expense related to intangible assets was $1.4 million in 2018, $103 thousand in 2017, and $84 thousand in 2016. Amortization expense of acquired technology is included in cost of subscription revenue in the consolidated statements of operations.

Estimated future amortization expense for intangible assets as of December 31, 2018 is as follows:

Years ended December 31,	Amortization Expense
	(in thousands)
2019	3,112
2020	1,807
Total	$ 4,919

7. 0.25% Convertible Senior Notes, Convertible Note Hedge and Warrant

In May 2017, the Company issued $350 million aggregate principal amount of 0.25% convertible senior notes due June 1, 2022 (the "Maturity Date") in a private offering and an additional $50 million aggregate principal amount of such notes pursuant to the exercise in full of the over-allotment options of the initial purchasers (the "2022 Notes"). The interest rates are fixed at 0.25% per annum and are payable semi-annually in arrears on June 1 and December 1 of each year, commencing on December 1, 2017. The total net proceeds from the debt offering, after deducting initial purchase discounts and debt issuance costs, were approximately $389.2 million.

Each $1,000 principal amount of the 2022 Notes will initially be convertible into 10.5519 shares of the Company's common stock (the "Conversion Option"), which is equivalent to an initial conversion price of approximately $94.77 per share, subject to adjustment upon the occurrence of specified events. The 2022 Notes will be convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding February 1, 2022, only under the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on June 30, 2017, if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day; (2) during the five business day period after any five consecutive trading day period (the "Measurement Period") in which the trading price per $1,000 principal amount of notes for each trading day of the Measurement Period was less than 98% of the product of the last reported sale price of the Company's common stock and the conversion rate on each such trading day; or (3) upon the occurrence of specified corporate events. At December 31, 2018 and 2017 the Company has reserved approximately 4.2 million shares of common stock for issuance upon conversion of the 2022 Notes. On or after February 1, 2022 until the close of business on the second scheduled trading day immediately preceding the Maturity Date, holders may convert their 2022 Notes at any time, regardless of the foregoing circumstances. Upon conversion, the Company will pay or deliver, as the case may be, cash, shares of the Company's common stock or a combination of cash and shares of the Company's common stock, at the Company's election. If the Company undergoes a fundamental change prior to the maturity date, holders of the notes may require the Company to repurchase for cash all or any portion of their notes at a repurchase price equal to 100% of the principal amount of the

notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. In addition, if specific corporate events occur prior to the applicable maturity date, the C ompany will increase the conversion rate for a holder who elects to convert their notes in connection with such a corporate event in certain circumstances. Because the last reported sale price of the Company's common stock for at least 20 trading days duri ng the period of 30 consecutive trading days ending on the last trading day of the calendar quarter ended December 31, 2018 was equal to or greater than 130% of the applicable conversion price on each applicable trading day, the 2022 Notes are convertible at the option of the holders thereof during the calendar quarter ending March 31, 2019. As of February 8, 2019, no holders have converted or indicated their intention to convert the 2022 Notes.

In accounting for the issuance of the convertible senior notes, the Company separated the 2022 Notes into liability and equity components. The carrying amount of the liability component was calculated by measuring the fair value of a similar debt instrument that does not have an associated convertible feature. The carrying amount of the equity component representing the Conversion Option was $106 million and was determined by deducting the fair value of the liability component from the par value of the 2022 Notes. The equity component is not remeasured as long as it continues to meet the conditions for equity classification. The excess of the principal amount of the liability component over its carrying amount (the "Debt Discount") is amortized to interest expense over the term of the 2022 Notes expense at an effective interest rate of 6.95% over the contractual term of the 2022 Notes.

In accounting for the debt issuance costs of $10.8 million related to the 2022 Notes, the Company allocated the total amount incurred to the liability and equity components of the 2022 Notes based on their relative values. Issuance costs attributable to the liability component were $7.9 million and will be amortized to interest expense using the effective interest method over the contractual terms of the 2022 Notes. Issuance costs attributable to the equity component were $2.9 million and are netted with the equity component in stockholders' equity.

The net carrying amount of the liability component of the 2022 Notes is as follows:

	As of December 31, 2018	As of December 31, 2017
	(in thousands)	
Principal	$ 400,000	$ 400,000
Unamortized debt discount	(75,575)	(94,498)
Unamortized issuance costs	(5,643)	(7,055)
Net carrying amount	$ 318,782	$ 298,447

The net carrying amount of the equity component of the 2022 Notes is as follows:

	As of December 31, 2018	As of December 31, 2017
	(in thousands)	
Debt discount for conversion option	$ 106,006	106,006
Issuance costs	(2,854)	(2,854)
Net carrying amount	$ 103,152	$ 103,152

Interest expense related to the 2022 Notes is as follows:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Contractual interest expense	$ 1,000	$ 639	$ —
Amortization of debt discount	18,923	11,507	—
Amortization of issuance costs	1,412	859	—
Total interest expense	$ 21,335	$ 13,005	$ —

In connection with the offering of the 2022 Notes, the Company entered into convertible note hedge transactions (the "Convertible Note Hedges") with certain counterparties in which the Company has the option to purchase (subject to adjustment for certain s pecified events) a total of approximately 4.2 million shares of the Company's common stock at a price of approximately $94.77 per share. The Convertible Note Hedges will be settled in cash or shares, or any combination thereof, in accordance with the sett lement method of the 2022 Notes in excess of the par amount, and are expected to settle upon conversion of the 2022 Notes. The total cost of the Convertible Note Hedges was $78.9 million. In addition, the Company sold warrants to certain bank counterpart ies whereby the holders of the warrants have the option to purchase initially (subject to adjustment for certain specified events) a total of approximately 4.2 million shares of the Company's common stock at a price of $115.8 per share. The amount by whic h the settlement price exceeds the strike price may be settled in shares or cash at the Company's election. The warrants are expected to settle three business days from each trading day commencing on September 1, 2022 and ending on the 79th trading day th ereafter. The Company received $58.9 million in cash proceeds, net of issuance costs of $200 thousand, from the sale of these warrants. Taken together, the purchase of the Convertible Note Hedges and the sale of warrants are intended to offset any actual dilution from the conversion of these notes and to effectively increase the overall conversion price from $94.77 to $115.83 per share. As these transactions meet certain accounting criteria, the Convertible Note Hedges and warrants are recorded in stockho lders' equity and are not accounted for as derivatives. The net cost of $20 million incurred in connection with the Convertible Note Hedges and warrant transactions was recorded as a reduction to additional paid-in capital on the consolidated balance sheet .

The number of shares of our common stock underlying the warrants is 4.2 million, t he same number of shares originally underlying the 2022 Notes and the Convertible Note Hedge transactions. The Company has reserved 4.2 million shares of common stock for the underlying warrants.

The difference between the Debt Discount and the total cost of the Convertible Note Hedges, and the difference between the calculation of the book and tax allocation of debt issuance costs between the liability and equity components of the 2022 Notes, resulted in a difference between the carrying amount and tax basis of the 2022 Notes. This taxable temporary difference resulted in the Company recognizing a $9.4 million deferred tax liability which was recorded as an adjustment to additional paid-in capital on the consolidated balance sheet. The creation of the deferred tax liability is recognized as a component of equity and represents a source of future taxable income which supports realization of a portion of the income tax benefit associated with the 2017 loss from operations. Therefore, the Company recorded a corresponding income tax benefit in its consolidated statement of operations in 2017.

The net equity impact, included in additional paid-in capital, of the above components of the 2022 Notes is as follows:

	(in thousands)
Conversion Option	$ 106,006
Purchase of Convertible Note Hedges	(78,920)
Sales of warrants	59,080
Issuance costs	(3,054)
Deferred tax liability	(9,399)
Total	$ 73,713

8. Segment Information and Geographic Data

As more fully described in the Company's Summary of Significant Accounting Policies, the Company operates in one operating segment. Revenue and long-lived assets by geographic region, based on physical location of the operations recording the sale or the assets are as follows:

Revenues by geographical region:

	Year Ended December 31,		
	2018	2017	2016
	(In thousands)		
Americas	$ 361,136	$ 283,696	$ 219,422
Europe	117,670	70,895	41,616
Asia Pacific	34,174	21,021	9,929
Total	$ 512,980	$ 375,612	$ 270,967
Percentage of revenues generated outside of the Americas	30%	24%	19%

Revenue derived from customers outside the United States (international) was approximately 37 % of total revenue in 2018, 33% of total revenue in 2017 and 28% of total revenue in 2016 .

Total long-lived assets by geographical region:

	As of December 31, 2018	As of December 31, 2017
	(In thousands)	
Americas	$ 35,186	$ 29,764
Europe	13,913	11,257
Asia Pacific	3,369	2,273
Total long lived assets	$ 52,468	$ 43,294
Percentage of long lived assets held outside of the Americas	33%	31%

9. Commitments and Contingencies

The Company leases its office facilities under non-cancelable operating leases that expire at various dates through May 2031. Rent expense for non-cancellable operating leases with free rental periods or scheduled rent increases is recognized on a straight-line basis over the terms of the leases. Certain leases contain optional termination dates. The table below only includes payments up to the optional termination date. If the Company were to extended leases beyond the optional termination date the future commitments would increase by approximately $84.2 million. Improvement reimbursements from landlords of $12.8 million are being amortized on a straight-line basis into rent expense over the terms of the leases. The difference between required lease payments and rent expense has been recorded as deferred rent.

Rent expense was $23.1 million in 2018, $18.9million in 2017, and $13.8 million in 2016. Deferred rent was $27.0 million as of December 31, 2018 and $19.0 million as of December 31, 2017.

Future minimum payments under all operating and capital lease agreements as of December 31, 2018, are as follows:

	Operating	Capital
	(in thousands)	
2019	$ 27,755	$ 298
2020	33,769	33
2021	35,414	—
2022	35,314	—
2023	35,686	—
Thereafter	184,341	—
Total	$ 352,279	331
Less: Portion representing interest		(20)
Capital lease obligation		$ 311

In February 2019, the Company entered into a new 3 year property lease in Sydney, Australia. In conjunction with the new lease existing leases were amended. The new lease commences in April 2019 and the Company will pay an aggregate of approximately $1.7 million in incremental rent over the 3 year term.

The Company has entered into certain non-cancelable arrangements (“Vendor Commitments”), which require the future purchase of goods or services.

Future minimum payments under all Vendor Commitments as of December 31, 2018, are as follows:

	Product related obligations	INBOUND event obligations
	(in thousands)	
2019	26,462	653
2020	19,000	316
2021	10,000	316
2022	—	653
2023	—	653
Total	$ 55,462	$ 2,591

Legal Contingencies

From time to time the Company may become involved in legal proceedings or be subject to claims arising in the ordinary course of its business. Although the results of litigation and claims cannot be predicted with certainty, the Company currently believes that the final outcome of these ordinary course matters will not have a material adverse effect on its business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors.

10. Changes in Accumulated Other Comprehensive Loss

The following table summarizes the changes in accumulated other comprehensive loss, which is reported as a component of stockholders' equity, for the years ended December 31, 2018 and 2017:

	Cumulative Translation Adjustment	Unrealized Gain (Loss) on Investments	Total
		(in thousands)	
Beginning balance at January 1, 2017	$ (589)	$ (275)	$ (864)
Other comprehensive income (loss) before reclassifications	968	(161)	807
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Ending balance at December 31, 2017	$ 379	$ (436)	$ (57)
Other comprehensive income (loss) before reclassifications	(776)	110	(666)
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Ending balance at December 31, 2018	$ (397)	$ (326)	$ (723)

11. Stockholders' Equity and Stock-Based Compensation

Common Stock Reserved —As of December 31, 2018 and 2017, the Company has authorized 500 million shares of common stock. The number of shares of common stock reserved for the vesting of RSUs and exercise of common stock options are as follows (in thousands):

	December 31, 2018	December 31, 2017
RSUs	1,983	2,085
Common stock options	1,840	2,315
	3,823	4,400

For shares reserved for issuance for the Conversion Option of the 2022 Notes and common stock warrants see Note 7.

Equity Incentive Plan —The Company's 2007 Equity Incentive Plan (the "2007 Plan") was terminated in connection with the IPO, and accordingl y, no shares are available for issuance under the 2007 Plan. The 2007 Plan will continue to govern outstanding awards grante d thereunder, t he 2007 Plan provided for the grant of qualified incentive stock options and nonqualified stock options or other awar ds such as RSUs to the Company's employees, officers, directors and outside consultants. The term of each option is fixed by the Company's compensation committee and may not exceed 10 years from the date of grant . As of December 31, 2018, 1.3 million options to purchase common stock and no RSUs remained outstanding under the 2007 Plan.

On September 25, 2014, the Company's board of directors adopted and the Company's stockholders approved the 2014 Stock Option and Incentive Plan (the "2014 Plan"). The 2014 Plan became effective upon the closing of the Company's IPO in the fourth quarter of 2014. The Company initially reserved 1,973,551 shares of its common stock, or the Initial Limit, for the issuance of awards under the 2014 Plan. The 2014 Plan provides that the number of shares reserved and available for issuance under the plan automatically increases each January 1, beginning on January 1, 2015, by 5% of the outstanding number of shares of the Company's common stock on the immediately preceding December 31 or such lesser number of shares as determined by the compensation committee. This number is subject to adjustment in the event of a stock split, stock dividend or other change in the Company's capitalization. The term of each option is fixed by the Company's compensation committee and may not exceed 10 years from the date of grant. As of December 31, 2018, 563 thousand options to purchase common stock and 2.0 million RSUs remained outstanding under the 2014 Plan.

Equity Compensation Expense —The Company's equity compensation expense is comprised of awards of options to purchase common stock, RSUs, and stock issued under the Company's ESPP.

The following two tables show stock compensation expense by award type and where the stock compensation expense is recorded in the Company's consolidated statements of operations:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Options	$ 5,108	$ 4,948	$ 5,202
ESPP	2,833	1,233	1,093
RSUs	68,320	41,136	26,380
Total stock-based compensation	$ 76,261	$ 47,317	$ 32,675

	2018	2017	2016
	(in thousands)		
Cost of revenue, subscription	$ 1,476	$ 658	$ 512
Cost of revenue, service	2,924	2,327	1,640
Research and development	23,328	12,816	8,828
Sales and marketing	31,099	19,016	13,352
General and administrative	17,434	12,500	8,343
Total stock-based compensation	$ 76,261	$ 47,317	$ 32,675

Excluded from stock-based compensation expense is $2.4 million of capitalized software development costs in 2018, $1.6 million in 2017, and $1.2 million in 2016.

Stock Options —The fair value of employee options is estimated on the date of each grant using the Black-Scholes option-pricing model with the following assumptions:

	Year Ended December 31,		
	2018	2017	2016
Risk-free interest rate (%)	2.62-2.85	1.74-2.09	1.38 - 1.41
Expected term (years)	5.06-6.42	5.18-6.21	5.08 - 6.21
Volatility (%)	41.34-43.55	39.4-43.7	38.0 - 41.0
Expected dividends	—	—	—

The weighted-average grant-date fair value of options granted was $51.48 per share in 2018, $24.56 per share in 2017, and $16.97 per share in 2016.

The interest rate was based on the U.S. Treasury bond rate at the date of grant with a maturity approximately equal to the expected term. The expected term of options granted to employees was calculated using the simplified method, which represents the

average of the contractual term of the option and the weighted-average vesting period of the option. The expected volatility for the Company's common stock was based on an average of the historical volati lity of a peer group of similar public companies. The assumed dividend yield is based upon the Company's expectation of not paying dividends in the foreseeable future. Forfeitures of share-based awards prior to vesting results in a reversal of previously r ecorded stock-compensation expense associated with such forfeited awards

Prior to the Company's IPO, the fair value of the Company's common stock was determined by the Board of Directors at each award grant date based upon a variety of factors, including the results obtained from independent third-party valuations, the Company's financial position and historical financial performance, the status of technological developments within the Company's products, the composition and ability of the engineering and management team, an evaluation of benchmark of the Company's competition, the climate in the marketplace, the illiquid nature of the common stock, arm's-length sales of the Company's capital stock (including redeemable convertible preferred stock), the effect of the rights and preferences of the preferred stockholders and the prospects of a liquidity event, among others. After the Company's IPO, the fair value of the Company's common stock is the closing price of the stock on the date of grant.

The stock option activity for the year ended December 31, 2018 is as follows:

	Options (in thousands)	Weighted-Average Exercise Price	Weighted-Average Remaining Life (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding—January 1, 2018	2,315	$ 16.69	5.3	$ 165,974
Granted	146	113.95		
Exercised	(608)	17.87		
Forfeited/expired	(13)	32.01		
Outstanding—December 31, 2018	1,840	23.89	4.6	$ 187,342
Options vested or expected to vest—December 31, 2018	1,840	$ 23.89	4.6	$ 187,342
Options exercisable—December 31, 2018	1,576	$ 14.38	3.9	$ 175,466

Total unrecognized compensation cost related to the nonvested options was $7.6 million at December 31, 2018. That cost is expected to be recognized over a weighted-average period of 2.7 years as of December 31, 2018.

Restricted Stock Units —RSUs vest upon achievement of a service condition and, prior to six months after the Company's IPO, a performance condition. As soon as practicable following each vesting date, the Company will issue to the holder of the RSUs the number of shares of common stock equal to the aggregate number of RSUs that have vested. Notwithstanding the foregoing, the Company may, in its sole discretion, in lieu of issuing shares of common stock to the holder of the RSUs, pay the holder an amount in cash equal to the fair market value of such shares of common stock. The service condition is a time-based condition met over a period of four years, with 25% met after one year, and then in equal monthly or quarterly installments over the succeeding three years, or over a period of four years, with equal quarterly installments over those four years. The performance condition was met six months following the Company's IPO. Upon completion of the Company's IPO the Company began recording stock-based compensation expense based on the grant-date fair value of the RSUs using the accelerated attribution method for RSUs granted prior to its IPO and using the straight-line method for RSUs granted following its IPO. The total stock-based compensation expense expected to be recorded over the remaining life of outstanding RSUs is approximately $150.1 million at December 31, 2018. That cost is expected to be recognized over a weighted-average period of 2.7 years as of December 31, 2018. As of December 31, 2018, there are 2.0 million RSUs expected to vest with an aggregate intrinsic value of $248.9 million. The total fair value of RSUs vested was approximately $65.0 million in the year ended December 31, 2018, $ 48.6 million in the year ended December 31, 2017, and $24.0 million in the year ended December 31, 2016.

The following table summarizes the activity related to RSUs for the year ended December 31, 2018:

	RSUs Outstanding	
	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share
Unvested and outstanding at January 1, 2018	2,085	$ 54.12
Granted	1,162	110.43
Vested	(1,110)	58.60
Canceled	(154)	66.00
Unvested and outstanding at December 31, 2018	1,983	$ 83.67

Employee Stock Purchase Plan — On September 25, 2014, the Company's board of directors adopted and the Company's stockholders approved (the "ESPP"). The ESPP became effective upon the closing of the Company's IPO. The ESPP authorizes the issuance of up to a total of 1,785,021 shares of common stock to participating employees and allows eligible employees to purchase shares of common stock at a 15% discount from the fair market value of the stock as determined on specific dates at six-month intervals. The offering periods for the ESPP commence on June 1 and November 1 of each year.

The following table summarizes the activity related to ESPP (in thousands, except the weighted average purchase price):

	Shares Issued (in thousands)	Weighted-Average Purchase Price	Total Cash Proceeds (in thousands)
2018	148	80.21	11,863
2017	94	38.83	3,635
2016	70	38.98	2,721

12. Income Taxes

(Loss) income before provision for income taxes was as follows:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
United States	$ (69,769)	$ (54,894)	$ (47,112)
Foreign	7,809	4,855	2,083
Total	$ (61,960)	$ (50,039)	$ (45,029)

The (provision) benefit for income taxes consists of the following:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Current income tax provision			
Federal	$ (184)	$ —	$ —
State	(140)	(144)	(95)
Foreign	(1,508)	(1,077)	(579)
Total current income tax provision	(1,832)	(1,221)	(674)
Deferred income tax benefit			
Federal	21	10,435	61
State	—	977	—
Foreign	(57)	134	80
Total deferred income tax benefit	(36)	11,546	141
Total income tax benefit (provision)	$ (1,868)	$ 10,325	$ (533)

The following reconciles the differences between income taxes computed at the federal statutory rate of 21 % for 2018 and 35% for 2017 and 2016 and the provision for income taxes :

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Expected income tax benefit at the federal statutory rate	$ 12,955	$ 17,166	$ 15,761
State taxes net of federal benefit	5,155	5,150	916
Stock-based compensation	17,575	10,939	(2,001)
Difference in foreign tax rates	435	988	415
U.S. tax credits	1,763	1,717	1,609
Convertible debt and acquisition	—	11,573	—
Federal rate change	—	(49,123)	—
Transition tax	—	(1,063)	—
GILTI inclusion	(1,177)	—	—
Meals & entertainment	(1,411)	(745)	(612)
Change in valuation allowance	(37,059)	13,988	(16,413)
Other	(104)	(265)	(208)
Income tax benefit (provision)	$ (1,868)	$ 10,325	$ (533)

On December 22, 2017, the United States of America signed tax legislation (the "2017 Act") which enacts a wide range of changes to the U.S. corporate income tax system. The 2017 Act reduces the U.S. corporate tax rate from 35% to 21% effective January 1, 2018, broadens the tax base and changes rules for expensing and capitalizing business expenditures, establishes a territorial tax system for foreign earnings as well as a minimum tax on certain foreign earnings, provides for a one-time transition tax on previously undistributed foreign earnings, and introduces new rules for the treatment of certain export sales.. The Company recorded provisional estimates for the impact of the 2017 Act during period ended December 31, 2017. The accounting for the 2017 Act is now complete and no significant adjustments were made to the provisional estimates.

Deferred Tax Assets and Liabilities —Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities were as follows:

	Year Ended December 31,	
	2018	2017
	(in thousands)	
Deferred tax assets:		
Net operating loss carryforwards	$ 118,897	$ 87,521
Research and investment credits	11,154	9,402
Accruals and reserves	7,734	6,627
Depreciation	1,119	911
Stock-based compensation	5,404	4,146
Interest expense	2,466	—
Total deferred tax assets	146,774	108,607
Deferred tax liabilities:		
Intangible assets	(1,002)	(1,273)
Convertible debt	(4,675)	(5,664)
Capitalized costs	(8,002)	(4,648)
Total deferred tax liabilities	(13,679)	(11,585)
Valuation allowance	(132,759)	(96,630)
Net deferred tax assets	$ 336	$ 392

The Company reviews all available evidence to evaluate its recovery of deferred tax assets, including its recent history of accumulated losses in all tax jurisdictions over the most recent three years as well as its ability to generate income in future periods. The Company has provided a valuation allowance against its U.S. net deferred tax assets as it is more likely than not that these assets will not be realized given the nature of the assets and the likelihood of future utilization.

The valuation allowance increased by $ 3 6 .1 m illion in 201 8 , $ 5 .5 million in 2017 and $ 16.5 million in 2016 , primarily due to the increase in the U.S. net operating loss deferred tax asset. The Company does not expect any significant changes in its valuation allowance positions within the next 12 mon ths.

Prior to the 2017 Act, the Company had asserted that the earnings of its foreign subsidiaries were indefinitely reinvested in the operations of those subsidiaries. At December 31, 2018, the Company has completed its accounting for the impact of the 2017 Act and has determined that it will no longer assert indefinite reinvestment of its foreign earnings. Through December 31, 2017, these earnings have been subject to U.S. federal income tax via the one-time transition tax on previously undistributed foreign earnings. The foreign earnings for the year-ended December 31, 2018 have been subject to U.S. federal income tax via the newly enacted Global Intangible Low-Taxed Income ("GILTI") provision. The Company has determined that any incremental tax incurred upon ultimate distribution of these earnings to the U.S. would not be material.

The Company had federal and state net operating loss carryforwards of $479.5 million and $301.4 million, respectively at December 31, 2018. As a result of the 2017 Act all federal net operating losses, created after January 1, 2018, have an indefinite carryforward period. All federal net operating losses, created before January 1, 2018, are subject to 20 year carryforward period and will expire at various dates through 2037. State net operating losses will expire at various dates through 2038. The Company had a federal interest expense carryforward of $10.0 million at December 31, 2018 which has an indefinite carryforward period.

The Company had federal research and development credit carryforwards of $6.8 million at December 31, 2018 that expire at various dates through 2038. The Company also has state research and investment credit carryforwards of $3.5 million and $932 thousand, respectively that expire at various dates through 2033.

Under Section 382 of the Internal Revenue Code of 1986, as amended, substantial changes in the Company's ownership may limit the amount of net operating loss carryforwards that could be utilized annually in the future to offset taxable income. Specifically, this limitation may arise in the event of a cumulative change in ownership of the Company of more than 50% within a three-year period. Any such annual limitation may significantly reduce the utilization of net operating loss carryforwards before they expire. The Company performed an analysis through December 31, 2017, and determined any potential ownership change under Section 382 during the year would not have a material impact on the future utilization of US net operating losses and tax credits. There was no material change to this conclusion in 2018. However, future transactions in the Company's common stock could trigger an ownership change for purposes of Section 382, which could limit the amount of net operating loss carryforwards and other attributes that could be utilized annually in the future to offset taxable income, if any. Any such limitation, whether as the result of sales of common stock by our existing stockholders or sales of common stock by the Company, could have a material adverse effect on results of operations in future years.

Uncertain Tax Positions —The Company accounts for uncertainty in income taxes using a two-step process. The Company first determines whether it is more likely than not that a tax position will be sustained upon examination by the tax authority, including resolutions of any related appeals or litigation processes, based on technical merit. If a tax position meets the more-likely-than-not recognition threshold it is then measured to determine the amount of benefit to recognize in the financial statements. The tax position is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement.

The following summarizes activity related to unrecognized tax benefits:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Unrecognized benefit—beginning of the year	$ 2,725	$ 1,742	$ 673
Gross increases—current period positions	1,200	983	1,069
Gross decrease—prior period positions	—	—	—
Unrecognized benefit—end of period	$ 3,925	$ 2,725	$ 1,742

All of the gross unrecognized tax benefits represent a reduction to the research and development tax credit carryforward.

All of the unrecognized tax benefits decrease deferred tax assets with a corresponding decrease to the valuation allowance. None of the unrecognized tax benefits would affect the Company's effective tax rate if recognized in the future.

The Company has elected to recognize interest and penalties related to uncertain tax positions as a component of income tax expense. No interest or penalties have been recorded through December 31, 2018.

The Company does not expect any significant change in its unrecognized tax benefits within the next 12 months.

The Company files tax returns in the United States, Ireland, Australia, Singapore, Japan, Germany, Colombia, Canada, Sweden and various state jurisdictions. All of the Company's tax years remain open to examination in the United States, as carryforward att ributes generated in past years may still be adjusted upon examination by the Internal Revenue Service or state tax authorities if they have or will be used in future periods. The Company remains open to examination in Ireland for tax years 2014 through p resent. The Company also remains open to examination for varying periods in the other foreign jurisdictions. The Company is routinely examined by various taxing authorities. The IRS completed a federal income tax audit for the tax year 2013 during 2016 . The completed federal income tax audit did not yield a material effect on the Company's financial condition or results of operations.

13. Employee Benefit Plan

In July 2008, the Company established a defined contribution savings plan under Section 401(k) of the Internal Revenue Code. This plan covers substantially all employees who meet minimum age and service requirements and allows participants to defer a portion of their annual compensation on a pretax basis, subject to legal limitations. Total employer contributions were $4.0 million in 2018, $2.9 million in 2017, and $2.1 million in 2016.

14. Quarterly Financial Results (unaudited)

	Fourth Quarter	Third Quarter	Second Quarter	First Quarter
	(in thousands, except per share amounts)			
Year ended December 31, 2018				
Revenue	$ 144,022	$ 131,826	$ 122,576	$ 114,556
Cost of revenue	27,364	25,765	24,851	22,377
Gross profit	116,658	106,061	97,725	92,179
Net loss	(11,492)	(18,663)	(18,225)	(15,448)
Basic and diluted net loss per share	$ (0.29)	$ (0.48)	$ (0.48)	$ (0.41)
Year ended December 31, 2017				
Revenue	$ 106,541	$ 97,726	$ 89,093	$ 82,252
Cost of revenue	21,056	19,010	18,591	17,072
Gross profit	85,485	78,716	70,502	65,180
Net loss	(11,535)	(10,583)	(9,521)	(8,075)
Basic and diluted net loss per share	$ (0.31)	$ (0.29)	$ (0.26)	$ (0.22)

ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

ITEM 9A. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), as of the end of the period covered by this Annual Report on Form 10-K. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that as of December 31, 2018, our disclosure controls and procedures were effective at the reasonable assurance level.

(b) Management's Report on Internal Control Over Financial Reporting

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) or 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;

- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2018. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control — Integrated Framework* (2013).

Based on our assessment, management, with the participation of our Chief Executive Officer and Chief Financial Officer, concluded that, as of December 31, 2018, our internal control over financial reporting was effective based on those criteria.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2018 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in its report, which is included on under Item 8 of this annual report on Form 10-K

(c) Inherent Limitations of Internal Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations, misstatements due to error or fraud may occur and not be detected.

(d) Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting occurred during the quarter ended December 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. Other Information

None.

PART III

ITEM 10. Directors, Executive Officers and Corporate Governance

The complete response to this Item regarding the backgrounds of our executive officers and directors and other information required by Items 401, 405 and 407 of Regulation S-K will be contained in our definitive proxy statement for our 2019 Annual Meeting of Stockholders.

Code of Business Conduct and Ethics

We have adopted a code of business conduct and ethics that is applicable to all of our employees, officers and directors including our chief executive officer and senior financial officers, which is available on our website under "Investor Relations—Leadership & Governance."

ITEM 11. Executive Compensation

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2019 Annual Meeting of Stockholders.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2019 Annual Meeting of Stockholders.

ITEM 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2019 Annual Meeting of Stockholders.

ITEM 14. Principal Accountant Fees and Services

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2019 Annual Meeting of Stockholders.

PART IV

ITEM 15. Exhibits, Financial Statement Schedules

(a) Documents Filed as Part of this Annual Report on Form 10-K

1. Financial Statements (included in Item 8 of this Annual Report on Form 10-K):

- Report of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2018 and 2017
- Consolidated Statements of Operations for the years ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Comprehensive Loss for the years ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Cash Flows for the years ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Stockholders' Equity for the years ended December 31, 2018, 2017 and 2016
- Notes to Consolidated Financial Statements

2. Financial Statement Schedules

Financial statements schedules are omitted as they are either not required or the information is otherwise included in the consolidated financial statements.

3. The exhibits required by Item 601 of Regulation S-K are listed in the Exhibit List on the following page and are incorporated herein.

ITEM 16. 10-K Summary

Not applicable.

EXHIBIT LIST

Exhibit number	Description of exhibit
3.1(1)	Seventh Amended and Restated Certificate of Incorporation (as amended and currently in effect)
3.2(2)	Amended and Restated Bylaws (as currently in effect)
4.1(3)	Form of Common Stock Certificate
4.2(4)	Fourth Amended and Restated Investors' Rights Agreement between the Registrant and the investors named therein dated October 25, 2012
4.3(5)	Indenture, dated as of May 10, 2017, between HubSpot, Inc., and Wilmington Trust, National Association, as trustee
4.4(5)	Form of 0.25% Convertible Senior Notes due 2022 (included in Exhibit 4.3)
10.1**	Amended and Restated Lease between Jamestown Premier Davenport, LLC and HubSpot, Inc., executed December 14, 2015 and effective as of November 1, 2015; First Amendment to Amended and Restated Lease between Davenport Owner (DE) LLC and HubSpot, Inc., effective as of March 23, 2017; Second Amendment to Amended and Restated Lease between Davenport Owner (DE) LLC and HubSpot, Inc., effective as of August 31, 2018
10.2(6)	Lease, dated February 22, 2016, among HubSpot Ireland Limited, HubSpot, Inc. and Hibermia REIT PLC and Agreement for Lease, dated November 6, 2015, among HubSpot Ireland Limited, HubSpot, Inc. and Hibermia REIT PLC
10.3(7)	Lease dated April 23, 2015 between Two Canal Park Massachusetts LLC (formerly BCSP Cambridge Two Property LLC) and HubSpot, Inc.; First Amendment to Lease dated August 10, 2016; Second Amendment to Lease dated March 12, 2018.
10.4(8)	Lease dated October 7, 2016 between One Canal Park Massachusetts LLC and HubSpot, Inc.; First Amendment to Lease dated February 14, 2017 between One Canal Park Massachusetts, LLC and HubSpot, Inc.; Second Amendment to Lease dated March 12, 2018 between One Canal Park Massachusetts, LLC and HubSpot, Inc.; Third Amendment to Lease dated May 2, 2018 between One Canal Park Massachusetts, LLC and HubSpot, Inc.
10.5**	Agreement for Lease, dated November 12, 2018, among HubSpot Ireland Limited, HubSpot, Inc. and Hibernia REIT PLC
10.6(9)#	Form of Indemnification Agreement between the Registrant and each of its Executive Officers and Directors
10.7(10)#	2007 Equity Incentive Plan and forms of restricted stock agreement and option agreements thereunder
10.8**#	2014 Stock Option and Grant Plan and forms of restricted stock and option agreements thereunder
10.9(11)#	2014 Employee Stock Purchase Plan
10.10(12)#	Senior Executive Cash Incentive Bonus Plan
10.11(13)	Form of Call Option Transaction Confirmation
10.12(14)	Form of Warrant Confirmation
10.13**#	Non-Employee Director Compensation Policy (as amended and currently in effect)
21.1**	List of Subsidiaries
23.1**	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm
24.1**	Power of Attorney (included on signature page)
31.1**	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2**	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**Ÿ	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB**	XBRL Taxonomy Extension Label Linkbase Document
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document

# Indicates a management contract or compensatory plan.

** Filed herewith.

Ÿ The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Annual Report on Form 10-K and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Registrant specifically incorporates any of them by reference.

(1) Incorporated by reference to Exhibit 3.1 to HubSpot, Inc.'s Annual Report on Form 10-K filed on February 24, 2016.

(2) Incorporated by reference to Exhibit 3.1 to HubSpot, Inc.'s Current Report on Form 8-K filed on April 25, 2018.

(3) Incorporated by reference to Exhibit 4.1 to HubSpot, Inc.'s Amendment No. 1 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on September 26, 2014.

(4) Incorporated by reference to Exhibit 4.2 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.

(5) Incorporated by reference to Exhibit 4.1 to HubSpot, Inc.'s Form 8-K filed on May 10, 2017.

(6) Incorporated by reference to Exhibit 10.1 to HubSpot, Inc.'s Quarterly Report on Form 10-Q filed May 4, 2016.

(7) Incorporated by reference to Exhibit 10.5 to HubSpot, Inc.'s Annual Report on Form 10-K filed on February 16, 2017 and to Exhibit 10.2 to HubSpot, Inc.'s Quarterly Report on Form 10-Q filed May 10, 2018.

(8) Incorporated by reference to Exhibit 10.1 to HubSpot, Inc.'s Form 8-K filed on October 13, 2016; to Exhibit 10.1 to HubSpot, Inc.'s Quarterly Report on Form 10-Q filed May 2, 2017; and to Exhibits 10.1 and 10.3 to HubSpot, Inc.'s Quarterly Report on Form 10-Q filed May 10, 2018.

(9) Incorporated by reference to Exhibit 10.4 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.

(10) Incorporated by reference to Exhibit 10.5 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.

(11) Incorporated by reference to Exhibit 10.8 to HubSpot, Inc.'s Amendment No. 2 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on October 6, 2014.

(12) Incorporated by reference to Exhibit 10.10 to HubSpot, Inc.'s Amendment No. 1 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on September 26, 2014.

(13) Incorporated by reference to Exhibit 10.1 to HubSpot, Inc.'s Form 8-K filed on May 10, 2017.

(14) Incorporated by reference to Exhibit 10.2 to HubSpot, Inc.'s Form 8-K filed on May 10, 2017.

Signat ures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Cambridge, Commonwealth of Massachusetts, on the 12th day of February 2019.

HUBSPOT, INC.

By: /s/ Brian Halligan
Brian Halligan

Chief Executive Officer and Chairman

POWER OF ATTORNEY

We, the undersigned directors and officers of HubSpot, Inc. (the "Company"), hereby and severally constitute and appoint Brian Halligan, J.D. Sherman and Kate Bueker and each of them singly, our true and lawful attorneys, with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, and to file any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of us might or could do in person and hereby ratifying and confirming all that said attorneys and each of them, or their substitutes, shall do or cause to be done by virtue of this Power of Attorney.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Brian Halligan Brian Halligan	Chief Executive Officer and Chairman *(Principal Executive Officer)*	February 12, 2019
/s/ Kate Bueker Kate Bueker	Chief Financial Officer *(Principal Financial and Accounting Officer)*	February 12, 2019
/s/ Dharmesh Shah Dharmesh Shah	Director and Chief Technology Officer	February 12, 2019
/s/ Ron Gill Ron Gill	Director	February 12, 2019
/s/ Julie Herendeen Julie Herendeen	Director	February 12, 2019
/s/ Lorrie Norrington Lorrie Norrington	Director	February 12, 2019
/s/ Avanish Sahai Avanish Sahai	Director	February 12, 2019
/s/ Michael Simon Michael Simon	Director	February 12, 2019
/s/ Jay Simons Jay Simons	Director	February 12, 2019
/s/ Jill Ward Jill Ward	Director	February 12, 2019

Exhibit 10.1

25 FIRST STREET

THE DAVENPORT

CAMBRIDGE, MASSACHUSETTS

AMENDED AND RESTATED LEASE

FROM

JAMESTOWN PREMIER DAVENPORT, LLC

TO

HUBSPOT, INC.

TABLE OF CONTENTS

LIST OF EXHIBITS. The following Exhibits are a part of this Lease and are incorporated herein by reference.

AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (as amended and restated, this " **Lease** " or " **Agreement** " or " **Amended and Restated Lease** ") dated as of November 1, 2015 (the " **Execution Date** ") is hereby entered into by and between **JAMESTOWN PREMIER DAVENPORT, LLC** , a Delaware limited liability company, successor-in-interest to DWF III Davenport, LLC, the successor-in-interest to 25 First Street, LLC (hereinafter referred to as " **Landlord** "), and **HUBSPOT, INC.** , a Delaware corporation (hereinafter referred to as " **Tenant** "). The Lease relates to space in the Building (as defined herein) known as The Davenport Building, having an address of 25 First Street, Cambridge, Massachusetts.

BACKGROUND

Reference is made to the following:

A. Tenant is currently leasing the Portion of the Premises referred to herein as the Existing Premises pursuant to a lease between Landlord and Tenant dated March 10, 2010, as amended by a First Amendment to Lease Agreement dated as of February 1, 2011, a Second Amendment to Lease Agreement dated as of September 20, 2012, a Third Amendment to Lease Agreement dated as of February 4, 2013, a Fourth Amendment to Lease Agreement dated as of April 1, 2013 (the " **Prior Fourth Amendment** "), a Fifth Amendment to Lease Agreement dated as of June 12, 2013, a Sixth Amendment to Lease dated as of November 9, 2013, and a Seventh Amendment to Lease dated as of October 22, 2015 (the " **Prior Seventh Amendment** ") (as amended, the " **Prior Lease** ") with respect to the Existing Premises (as hereinafter defined).

B. Pursuant to Section 16.44 hereof, the Prior Lease shall terminate effective as of 11:59 p.m. (ET) on the day immediately preceding the Lease Commencement Date.

C. The Existing Premises, the Delayed Portion of the Existing Premises, as well as each portion of the Expansion Premises (i.e., the Phase I Premises, Phase II Premises A, Phase II Premises B, Phase II Premises C, and Phase III Premises) and, in the event that, pursuant to Section 3.3 and/or Section 3.4 below, Tenant leases any portion of the Put Premises, each portion of the Put Premises, are sometimes referred to herein as a " **Portion of the Premises** ."

Landlord and Tenant hereby agree with each other as follows:

ARTICLE 1
BASIC LEASE PROVISIONS

1.1 BASIC DATA. The following terms shall have the following meanings:

Landlord:	Jamestown Premier Davenport, LLC, a Delaware limited liability company, successor-in-interest to DWF III Davenport, LLC, the successor-in-interest to 25 First Street, LLC
Tenant:	HubSpot, Inc., a Delaware corporation
Lot:	The land described on Exhibit 1.1.1 , known as 25 First Street, Cambridge, Massachusetts.
Building:	The building and other improvements constructed on the Lot.

Existing Premises:	118,561 rentable square feet on Floors 1, 2, and 4, comprising the Suite 100 Portion of the Existing Premises, Suite 104 Portion of the Existing Premises, Suite 105 Portion of the Existing Premises, Suite 106 Portion of the Existing Premises, Suite 108 Portion of the Existing Premises, Suite 114 Portion of the Existing Premises, Suite 200 Portion of the Existing Premises, Suite 205 Portion of the Existing Premises, Suite 401 Portion of the Existing Premises, Suite 405 Portion of the Existing Premises, and the Delayed Portion of the Existing Premises (collectively, the " **Existing Premises** "), as set forth below:
Suite 100 Portion of the Existing Premises:	8,794 rentable square feet on Floor 1, as shown on Exhibit 1.1.2, Sheet 1 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 104 Portion of the Existing Premises:	5,631 rentable square feet on Floor 1, as shown on Exhibit 1.1.2, Sheet 1 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 105 Portion of the Existing Premises:	2,269 rentable square feet on Floor 1, as shown on Exhibit 1.1.2, Sheet 1 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 106 Portion of the Existing Premises:	2,207 rentable square feet on Floor 1, as shown on Exhibit 1.1.2, Sheet 1 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 108 Portion of the Existing Premises:	6,337 rentable square feet on Floors 1, as shown on Exhibit 1.1.2, Sheet 1 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 114 Portion of the Existing Premises:	4,095 rentable square feet on Floor 1, as shown on Exhibit 1.1.2, Sheet 1 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.

Suite 200 Portion of the Existing Premises:	35,803 rentable square feet on Floor 2, as shown on Exhibit 1.1.2, Sheet 2 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 205 Portion of the Existing Premises:	8,258 rentable square feet on Floor 2, as shown on Exhibit 1.1.2, Sheet 2 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 401 Portion of the Existing Premises:	32,134 rentable square feet on Floor 4, as shown on Exhibit 1.1.2, Sheet 4 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Suite 405 Portion of the Existing Premises:	6,426 rentable square feet on Floor 4, as shown on Exhibit 1.1.2, Sheet 4 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Delayed Portion of the Existing Premises:	6,607 rentable square feet on Floors 1, as shown on Exhibit 1.1.2, Sheet 1 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below. The parties hereby acknowledge that the Delayed Portion of the Existing Premises is the space defined as the Fourth Amendment 6,607 RSF Premises in the Prior Fourth Amendment.
Expansion Premises:	66,887 rentable square feet on Floors 2, 3, and 4, comprising the Phase I Premises, Phase II Premises A, Phase II Premises B, Phase II Premises C, and Phase III Premises (collectively, the " **Expansion Premises** "), as set forth below:
Phase I Premises:	8,143 rentable square feet on Floor 2, as shown on Exhibit 1.1.2, Sheet 2 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Phase II Premises A:	4,996 rentable square feet on Floor 2, as shown on Exhibit 1.1.2, Sheet 2 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.

Phase II Premises B:	8,202 rentable square feet on Floor 4, as shown on Exhibit 1.1.2, Sheet 4 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Phase II Premises C:	2,712 rentable square feet on Floor 4, as shown on Exhibit 1.1.2, Sheet 4 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Phase III Premises:	42,834 rentable square feet on Floor 3, as shown on Exhibit 1.1.2, Sheet 3 , which rentable square footage is subject to increase upon the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Initially-Contemplated Premises:	The Existing Premises and the Expansion Premises, collectively.
Put Premises:	The Currently-Committed Put Premises (defined in Section 3.3 below) and the Basement Put Premises (defined in Section 3.4 below), collectively. Each of Put Premises A, Put Premises B, Put Premises C and the Basement Put Premises are sometimes referred to herein as a " **Portion of the Put Premises** ."
Lease Commencement Dates:	
Existing Premises Commencement Date (except for the Delayed Portion of the Existing Premises):	November 1, 2015
Phase I Premises Commencement Date:	October 22, 2015.
Delayed Portion of the Existing Premises Commencement Date:	The later of (i) September 1, 2016 (the " **Estimated Delayed Portion of the Existing Premises Commencement Date** ") and (ii) the date when Landlord delivers the Delayed Portion of the Existing Premises to Tenant in its as-is condition and free and clear of all tenants and occupants.
Phase II Premises A Commencement Date:	The later of (i) the date when Landlord delivers the Phase II Premises A to Tenant in its as-is condition and free and clear of all tenants and occupants and (ii) January 1, 2017 (the " **Estimated Phase II and Phase III Premises Commencement Date** ").
Phase II Premises B Commencement Date:	The later of (i) the date when Landlord delivers the Phase II Premises B to Tenant in its as-is condition and free and clear of all tenants and occupants and (ii) the Estimated Phase II and Phase III Premises Commencement Date.

Phase II Premises C Commencement Date:	The later of (i) the date when Landlord delivers the Phase II Premises C to Tenant in its as-is condition and free and clear of all tenants and occupants and (ii) Estimated Phase II and Phase III Premises Commencement Date.
Phase III Premises Commencement Date:	The later of (i) the date when Landlord delivers the Phase III Premises to Tenant in its as-is condition and free and clear of all tenants and occupants and (ii) Estimated Phase II and Phase III Premises Commencement Date.
Rent Commencement Dates:	
Existing Premises Rent Commencement Date (except for the Delayed Portion of the Existing Premises):	November 1, 2015
Delayed Portion of the Existing Premises Rent Commencement Date:	The date that is three (3) months following the Delayed Portion of the Existing Premises Commencement Date, subject to Section 5.1(B).
Phase I Premises Rent Commencement Date:	April 21, 2016, subject to the rent credit set forth in Section 16.44 below.
Phase II Premises A Rent Commencement Date:	The date that is six (6) months following the Phase II Premises A Commencement Date, subject to Section 5.1(B).
Phase II Premises B Rent Commencement Date:	The date that is six (6) months following the Phase II Premises B Commencement Date, subject to Section 5.1(B).
Phase II Premises C Rent Commencement Date:	The date that is six (6) months following the Phase II Premises C Commencement Date, subject to Section 5.1(B).
Phase III Premises Rent Commencement Date:	The date that is eight (8) months following the Phase III Premises Commencement Date, subject to Section 5.1(B).
Final Expansion Premises Rent Commencement Date:	The latest to occur of: (i) the Phase II Premises A Rent Commencement Date, (ii) the Phase II Premises B Rent Commencement Date, (iii) the Phase II Premises C Rent Commencement Date, and (iv) the Phase III Premises Rent Commencement Date.
Expiration Date:	October 31, 2027.

Term or Lease Term:	The period commencing on the Lease Commencement Date, and expiring on the Expiration Date, as the same may be extended as set forth in Section 3.2.
Extension Options:	Two (2) additional periods of five (5) years each, as provided in Section 3.2.
Permitted Use:	General business office use and all lawful uses ancillary thereto and subject to Tenant's express use rights set forth in this Lease.
Annual Fixed Rent:	Except as set forth below with respect to Annual Fixed Rent payable in respect of the Existing Premises (including the Delayed Portion of the Existing Premises) during the Interim Period (defined below) and except as set forth in Section 3.4 with respect to Annual Fixed Rent payable in respect of the Basement Put Premises, Annual Fixed Rent payable in respect of each Portion of the Premises shall be equal to the amount obtained by multiplying (i) the then-applicable Rentable Floor Area of the Premises (less the sum of (a) the Rentable Floor Area of the Existing Premises during the Interim Period plus (b) the Rentable Floor Area of the Basement Put Premises) by (ii) the then-applicable Annual Fixed Rent rental rate as set forth on the schedule attached hereto as Exhibit 1.1.3 (the " **Annual Fixed Rent Rental Rate** "). For the avoidance of doubt, the parties acknowledge that (a) the Rentable Floor Area of any Portion of the Expansion Premises will not be taken into account for purposes of the foregoing calculation until the Rent Commencement Date with respect to each such Portion of the Expansion Premises and (b) the Annual Fixed Rent Rental Rate shall have no application with respect to the Basement Put Premises, the parties hereby acknowledging that Annual Fixed Rent shall be payable with respect to the Basement Put Premises as set forth in Section 3.4. In order to illustrate how Annual Fixed Rent under the Lease is calculated, attached hereto as Exhibit 1.1.4 is a sample rent chart showing the Annual Fixed Rent payable commencing as of the Final Expansion Premises Rent Commencement Date and continuing throughout the Lease Term, which sample rent chart assumes the following: (i) the Final Expansion Premises Rent Commencement Date occurs on September 1, 2017, (ii) the Substantial Full Occupancy Commencement Date does not occur at any point during the Lease Term; and (iii) no Commencement Date with respect to any Portion of the Put Premises occurs at any point during the Lease Term.

Annual Fixed Rent for the Existing Premises During the Interim Period:	During the period beginning on the Lease Commencement Date and continuing through November 30, 2020 (the " **Interim Period** "), Annual Fixed Rent payable in respect of the Existing Premises shall be as set forth on the schedule attached hereto as Exhibit 1.1.5 . From and after December 1, 2020, and continuing throughout the Lease Term, Annual Fixed Rent payable in respect of the Existing Premises shall be calculated at the rental rates as described above with respect to the Premises generally.
Additional Rent:	All charges and other sums payable by Tenant as set forth in this Lease in addition to Annual Fixed Rent.
Tenant's Share:	The ratio of the Rentable Floor Area of the Premises to one hundred percent (100%) of the Rentable Floor Area of the Building.
Common Areas:	As defined in Section 2.2.
Rentable Floor Area of the Premises:	111,954 rentable square feet as of the Execution Date, subject to increase upon (i) the Commencement Date with respect to any additional Portion of the Premises and/or (ii) the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below.
Rentable Floor Area of the Building:	218,037 rentable square feet, subject to increase upon (i) the Substantial Full Occupancy Commencement Date as provided in Section 2.1(B) below and/or (ii) the Basement Put Premises Commencement Date as provided in Section 3.4(C). Landlord represents and warrants that the Basement Put Premises has not been included in the calculation of the Rentable Floor Area of Building for any purposes, including the loss factor or add on factor utilized in connection with Landlord's measurement of the Rentable Floor Area of the Building.
Tenant Improvement Allowance (Landlord's Base Contribution) for Existing Premises and Expansion Premises:	$7,758,706.83
Brokers:	T3 Advisors and Transwestern RBJ.
Security Deposit:	$3,457,523.98, subject to reduction as set forth in Section 16.27 hereof.

Occupying:	Whenever the term " **Occupying** " is used in this Lease to determine the portion of the Premises (exclusive of the Basement Put Premises) that the Tenant is then occupying, such portion shall be equal to one hundred percent (100%) of the Rentable Floor Area then leased to Tenant under this Lease (exclusive of the Basement Put Premises), less the aggregate amount of Rentable Floor Area of the Premises then being sublet by Tenant to any person or entity other than a Permitted Tenant Successor or a Tenant Affiliate and/or affected by having been assigned by Tenant to any person or entity other than a Permitted Tenant Successor or a Tenant Affiliate. For the avoidance of doubt, the term "Occupancy" shall not require actual, physical occupancy or use of the Premises by Tenant.

ARTICLE 2
PREMISES

2.1 DEMISE AND LEASE OF PREMISES.

(A) Landlord hereby leases the Existing Premises to Tenant, and Tenant hereby leases the Existing Premises from Landlord. Except as expressly set forth in Section 2.2 hereof, the Premises shall not include any Common Areas, as hereinafter defined. Effective as of the applicable Commencement Date for the Delayed Portion of the Existing Premises and each Portion of the Expansion Premises (as such Commencement Dates are defined in Section 1.1 above), Landlord shall demise and lease to Tenant, and Tenant shall hire and take from Landlord, the Delayed Portion of the Existing Premises and such Portion of the Expansion Premises for a term commencing as of the applicable Commencement Date for the Delayed Portion of the Existing Premises and such Portion of the Expansion Premises and terminating as of the expiration or earlier termination of the Lease Term. Said demise of the Delayed Portion of the Existing Premises and each such Portion of the Expansion Premises shall be upon all of the same terms and conditions of the Lease, except as set forth herein. From and after the Commencement Date for the Delayed Portion of the Existing Premises and each Portion of the Expansion Premises, (i) the term "Premises" as used in this Lease shall be deemed to include the Delayed Portion of the Existing Premises and such Portion of the Expansion Premises, as the case may be, and (ii) the Rentable Floor Area of the Premises shall be increased by an amount equal to the Rentable Floor Area of the Delayed Portion of the Existing Premises and such Portion of the Expansion Premises, as the case may be.

(B) *Adjustments in Lease upon the Substantial Full Occupancy Commencement Date* . The parties hereby expressly acknowledge and agree that if, pursuant to the provisions of this Lease or otherwise, the Substantial Full Occupancy Commencement Date (as hereinafter defined) has occurred, then the agreed upon Rentable Floor Area of each Portion of the Premises, as well as of the Building, shall be increased, and Tenant shall be entitled to certain additional rights, as follows:

(i) Increase in Rentable Areas .

(a) The " **Substantial Full Occupancy Commencement Date** " shall mean the earlier to occur of: (i) the first date as of which the Premises demised to Tenant under this Lease contains at least 198,414 rentable square feet (i.e., the first date when the percentage obtained by dividing (x) the Rentable Floor Area of the Premises by (y) the Rentable Floor Area of the Building reaches ninety-one percent (91%)) (the " **91% Leasing Test** "), and (ii) the first date as of which Tenant leases the entirety of Put Premises C (provided that Tenant is also then leasing the entirety of the Initially-Contemplated Premises) (the " **Put Premises C Leasing Test** "). Tenant's continued satisfaction of the 91% Leasing Test and the Put Premises C Leasing Test shall each individually be referred to herein as a " **Substantial Full Occupancy Condition** " (i.e., Tenant is not required to satisfy both tests to satisfy the Substantial Full Occupancy Condition). Landlord hereby agrees that: (i) if a Put Premises Tenant fails to timely and properly exercise its right to extend the term of if its lease (" **Existing Put Premises Lease** ") of a Portion of the Currently-Committed Put Premises (as hereinafter defined), Landlord will not enter into an agreement with such Put Premises Tenant renewing or extending the term of such Existing Put Premises Lease, and, (ii) from and after the Execution Date, Landlord will not enter into an amendment or modification of any Existing Put Premises Lease which grants to such Put Premises Tenant new or greater rights, with respect to the Building or its leased premises, than such Put Premises Tenant has, as of the Execution Date, under such Existing Put Premises Lease. For the avoidance of doubt, the Substantial Full Occupancy Commencement Date and the Substantial Full Occupancy Conditions shall in no event be determined by reference to the number of rentable square feet of the Premises or the Building that Tenant is Occupying.

(b) Effective as of the Substantial Full Occupancy Commencement Date: (i) the Rentable Floor Area of the Building will be increased from 218,037 rentable square feet to 220,190 rentable square feet, (ii) the Rentable Floor Area of each Portion of the Initially-Contemplated Premises and the Currently Committed Put Premises will be deemed to contain the Rentable Floor Area as shown on Exhibit 2.1 attached hereto, (iii) Annual Fixed Rent payable with respect to each Portion of the Premises shall thereafter be calculated based on the Rentable Floor Area of the Premises as so increased pursuant to this Section 2.1(B), and (iv) Tenant's Share for purposes of calculating the Landlord's Tax Expenses Allocable to the Premises and Operating Expenses Allocable to the Premises will not change on account of the occurrence of the Substantial Full Occupancy Commencement Date. The parties acknowledge that the occurrence of the Substantial Full Occupancy Commencement Date shall be determined based on the percentage that the Rentable Floor Area of the Premises bears to the Rentable Floor Area of the Building, and shall not take into account the percentage of the Premises that Tenant is actually then occupying. The parties further acknowledge that any increases and/or decreases to the Rentable Floor Area of the Premises after the Substantial Full Occupancy Commencement Date will have no effect on the Rentable Floor Area of the Building (e.g., the Rentable Floor Area of the Building will not be reduced even if subsequent to the Substantial Full Occupancy Commencement Date the Rentable Floor Area of the Premises is reduced such that it is less than ninety-one percent (91%) of the Rentable Floor Area of the Building).

(c) *Tenant's Rights upon Substantial Full Occupancy Commencement Date* . Upon the occurrence of the Substantial Full Occupancy Commencement Date, Tenant shall have the rights set forth in Sections 2.2(D) (Right to Tenant's reception desk in Common Area on the first floor), 2.2(E)(v) (certain rights related to the Floor 1 Common Areas), Section 7.3 (Services), Section 10.2 (Parking), 16.32(C) (Exterior Signage), and 16.42(B) (Demise of Basement Storage Areas).

2.2 COMMON AREAS AND LANDLORD'S RESERVED RIGHTS.

(A) Tenant shall have the non-exclusive right to use in common with others, subject to the terms of this Lease, the following areas (" **Common Areas** "): (a) the common lobbies, corridors, stairways, elevators and mechanical, janitorial and electrical rooms of the Building, and the pipes, ducts, shafts, conduits, wires and appurtenant meters and equipment serving the Premises in common with others, (b) the loading areas serving the Building and the common walkways and driveways necessary for access to the Building, (c) if the Premises include less than the entire rentable floor area of any floor, the common toilets, corridors and elevator lobby of such floor, and (d) the Building Amenities (as hereinafter defined). Subject to Tenant's rights under this Lease, Landlord shall provide the following Building amenities to Tenant, its employees and guests throughout the Term (as it may be extended): (i) an enclosed common area atrium located on Floor 1 of the Building and shown as the "Atrium" on the floor plan attached hereto as Exhibit 1.1.2, Sheet 1 (the " **Atrium** "), (ii) an outdoor common area courtyard located on Floor 1 of the Building and shown as the "Courtyard" on the floor plan attached hereto as Exhibit 1.1.2, Sheet 1 (the " **Courtyard** "), (iii) an exposed brick and beam environment, (iv) a client service liaison, (v) a common conference room on the first floor of the Building and shown as "Conference" on the floor plan attached hereto as Exhibit 1.1.2, Sheet 1 (the " **First Floor Conference Room** "), and (vi) shower facilities (each a " **Building Amenity** " and collectively, the " **Building Amenities** "). Landlord agrees that the Atrium, the Courtyard and the First Floor Conference Room will remain a part of the Building throughout the Term hereof (subject to such modifications as Landlord may deem necessary or desirable from time to time, provided, however, that from and after the Substantial Full Occupancy Commencement Date, Landlord shall only be allowed to make modifications to such areas (i) if required by law or (ii) if Tenant consents to such modifications in accordance with Section 2.2(C) below) and that, subject to availability, Tenant may utilize the Courtyard, the Atrium and the First Floor Conference Room for functions and the like subject to

there not being any Event of Default under this Lease and Tenant signing the Landlord's standard form of license with regard to such usage, which license would include provisions regarding reimbursement to Landlord for out of pocket insurance, security and clean-up costs incurred by Landlord in connection with such use of the Courtyard, the Atrium or the First Floor Conference Room. In the event that Tenant enters into a license to concurrently use both the Atrium and the Courtyard, such license shall specify that Tenant's use of such areas will not prohibit or unreasonably restrict any other tenant of the Building from accessing their premises. Tenant shall pay actual out-of-pocket costs incurred by Landlord in connection with Tenant's use of the Courtyard, the Atrium and the First Floor Conference Room. Notwithstanding anything to the contrary herein contained, Landlord has no obligation to allow any particular telecommunication service provider to have access to the Building or to Tenant's Premises, but Landlord shall not be unreasonable in denying such access and Tenant's existing telecommunications provider shall be permitted access throughout the Term of this Lease. If Landlord permits such access and the provider serves other tenants in the Building, Landlord may condition such access upon the payment to Landlord by the service provider of fees assessed by Landlord in its reasonable discretion. There shall be no fees assessed for Tenant's existing telecommunications provider or after the Substantial Full Occupancy Commencement Date.

(B) Landlord reserves the right, provided the same is done without unreasonable interference with Tenant's use, to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant fixtures, wherever located, so long as such items (i) are necessary to keep and operate the Building in good condition and repair consistent with Landlord's obligations under this Lease, (ii) do not materially adversely affect the first class appearance or usefulness of the Premises, (iii) do not reduce the usable area of the Premises (other than to a de minimis extent), and, (iv) with respect to any such changes made within the Premises, (a) are required by law and (b) consented to by Tenant (which consent will not be unreasonably withheld). Notwithstanding the foregoing, Landlord shall not have the right to make such changes within the Premises after the Substantial Full Occupancy Commencement Date, unless either (x) such changes are required by law or (y) Tenant consents to such changes, which consent may be withheld in Tenant's sole discretion. Installations, replacements and relocations referred to in this Section 2.2(B) shall be located so far as practicable in the central core area of the Building, above ceiling surfaces, below floor surfaces or within perimeter walls of the Premises. Except in the case of emergencies or for normal cleaning or maintenance, Landlord agrees to use reasonable efforts to coordinate with Tenant the scheduling of any of the foregoing which require work in the Premises. In connection with any such work, Landlord shall use reasonable efforts to minimize interference with Tenant's use of the Premises.

(C) Subject to the terms of this Lease and Tenant's rights hereunder, Landlord reserves all rights of ownership and use in all respects outside the Premises. Landlord shall have the right to change and rearrange the Common Areas, to change, relocate and eliminate facilities therein, to permit the use of or lease all or part thereof for exhibitions and displays and to sell, lease or dedicate all or part thereof to public use; and further to make changes in the Building and other structures and improvements on the Lot, except the Premises, as long as Tenant at all times has reasonable access to the Building and Premises and adequate use and enjoyment thereof pursuant to this Lease, and provided, however, that, (1) except as provided in Section 2.2(B), Landlord shall not exercise any of the foregoing rights with respect to any of the Tenant Controlled Common Areas (as hereinafter defined) that Tenant has the right to control and alter pursuant to Section 2.2(E) below without Tenant's consent in Tenant's sole discretion, (2) from and after the Substantial Full Occupancy Commencement Date, Landlord shall not make any material changes or modifications to the Common Areas, including the Building Amenities and entrances, doorways and corridors that except (i) as required by law or (ii) with Tenant's prior written consent, which consent will not be unreasonably withheld:

(x) are not necessary to keep and operate the Building in good condition and repair consistent with Landlord's obligations under this Lease, or

(y) materially adversely affect the first class appearance or usefulness of the Common Areas and/or Building Amenities, or

(z) reduce or alter the usable area or functionality of the Common Areas and/or Building Amenities (other than to a de minimis extent); and

(3) from and after the Execution Date, Landlord shall not, except as expressly contemplated with respect to certain areas of the basement of the Building (i.e., the Basement Put Premises, the Basement Storage Premises, and the Swing Basement Space), or as may be requested by Tenant in writing, convert any portion of the Common Areas, or any other portion of the Building which is not, as of the Execution Date of this Lease used as rentable or leaseable space for the exclusive use of a tenant, to areas which can be leased, licensed or otherwise occupied by a third party for its exclusive use.

(D) From and after the Substantial Full Occupancy Commencement Date, Tenant shall have the right, at its election, to (i) share the use of the reception desk currently located on Floor 1 with Landlord's security personnel, or (ii) relocate, at Tenant's cost, such reception desk to an alternate location in the Common Areas of Floor 1, which new location shall be mutually agreed upon by Landlord and Tenant, and to install a new reception desk for Tenant's exclusive use in the current location of the Building's reception desk; provided, however: (x) Tenant acknowledges that if the existing reception desk is relocated by Tenant, until the 100% Lease Date (as hereinafter defined), at Tenant's election, either Tenant's use of the relocated reception desk will continue to be shared with Landlord's security personnel or Landlord's security personnel shall be stationed at another mutually acceptable location located on Floor 1, and (y) Landlord acknowledges that Tenant shall incur no obligation to provide security or other services to tenants of the Building due to its use of the shared reception desk.

(E) Tenant's Rights to Control Common Areas .

(i) *Definitions* . It is agreed that the following terms used herein shall be defined as follows:

(1) " **Tenant Controlled Common Areas** " shall mean the portions of the Common Areas of the Building with respect to which Tenant may exercise the Common Area Control Rights, which portions of the Common Areas shall become "Tenant Controlled Common Areas" at the times set forth in this Section 2.2(E).

(2) " **Common Area Control Rights** " shall mean: (1) the right to require Landlord to impose on the tenants of the Building reasonable rules and regulations with respect to the use of the Tenant Controlled Common Areas; (2) the right to make alterations and installations to the Tenant Controlled Common Areas, provided that Tenant must (a) perform such work in accordance with the terms of this Lease and (b) obtain Landlord's written approval of the final construction plans and specifications for such work pursuant to Section 9.2 below prior to making any such alterations; (3) the right to direct Landlord to exclude other tenants and occupants of the Building from accessing the Tenant Controlled Common Areas, including, to the extent applicable, the right to impose Elevator Lock Off Rights (as hereinafter defined) with respect to any elevator that opens directly into a Common Area that is then a Tenant Controlled Common Area; and (4) the right to use the Tenant Controlled Common Areas for the Permitted Use as if such Tenant Controlled Common Areas were the Premises; provided, however, that Tenant may not use any Tenant Controlled Common Areas for permanent population occupancy (e.g., the use of desks or other work stations where Tenant's employees store their papers and belongings).

(3) " **Elevator Lock Off Right** " shall mean the right for Tenant, at Tenant's sole cost and expense (subject to Tenant's right to use Landlord's Base Contribution to pay for such costs), to perform alterations to the elevators of the Building so that access to any floor (" **Restricted Floor** ") from such elevator may only be made through the use of card key or other reasonable means approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), provided that: (x) Tenant may only exercise its Elevator Lock Off Right for any elevator into which either: (1) the elevator lobby directly adjacent to such elevator for the Restricted Floor in question is then a Tenant Controlled Common Area, and (2) Tenant provides to Landlord the same means of access to the locked offer floors as Tenant provides to its employees so that Landlord may access such floors using such elevators in an emergency.

(4) " **Floor 2 Common Area A** " shall mean the portion of Floor 2 shown on Exhibit 2.2.1, Sheet 1 as "Floor 2 Common Area A."

(5) " **Floor 2 Common Area B** " shall mean the portion of Floor 2 shown on Exhibit 2.2.1, Sheet 1 as "Floor 2 Common Area B."

(6) " **Floor 3 Common Area A** " shall mean the portion of Floor 3 shown on Exhibit 2.2.1, Sheet 2 as "Floor 3 Common Area A."

(7) " **Floor 3 Common Area B** " shall mean the portion of Floor 3 shown on Exhibit 2.2.1, Sheet 2 as "Floor 3 Common Area B."

(8) " **Floor 4 Common Area A** " shall mean the portion of Floor 4 shown on Exhibit 2.2.1, Sheet 3 as "Floor 4 Common Area A."

(9) " **Floor 4 Common Area B** " shall mean the portion of Floor 4 shown on Exhibit 2.2.1, Sheet 3 as "Floor 4 Common Area B."

(ii) *Floor 2 Common Area Control Rights* . From and after the Execution Date, Floor 2 Common Area A shall be deemed to be Tenant Controlled Common Area. In addition, at such time as, and for so long as, Tenant leases the entirety of the Rentable Floor Area of Floor 2, Floor 2 Common Area A and Floor 2 Common Area B shall both be deemed to be Tenant Controlled Common Area.

(iii) *Floor 3 Common Area Control Rights* . Effective as of the Phase III Premises Commencement Date, Floor 3 Common Area A shall be deemed to be Tenant Controlled Common Area. In addition, at such time as, and for so long as, Tenant leases the entirety of the Rentable Floor Area of Floor 3, Floor 3 Common Area A and Floor 3 Common Area B shall both be deemed to be Tenant Controlled Common Area.

(iv) *Floor 4 Common Area Control Rights* . Effective as of the Phase II Premises B Commencement Date, Floor 4 Common Area A shall be deemed to be Tenant Controlled Common Area. In addition, at such time as, and for so long as, Tenant leases the entirety of the Rentable Floor Area of Floor 4, Floor 4 Common Area A and Floor 4 Common Area B shall both be deemed to be Tenant Controlled Common Area.

(v) *Floor 1 Common Area Control Rights* . Upon the Substantial Full Occupancy Commencement Date, Tenant shall, subject to the provisions of this Section 2.2(E), have the following rights with respect to the portion of the Common Areas located on Floor 1 (including the Atrium and the Courtyard) and shown on Exhibit 2.2.1, Sheet 1 (the " **Floor 1 Common Areas** "): (a) the right to require Landlord to impose on the tenants of the Building reasonable rules and regulations with respect to the use of the Floor 1 Common Areas and (b) the right to make alterations and installations to the Floor 1 Common Areas, provided that Tenant must (a) perform such work in accordance with the terms of this Lease and (b) obtain Landlord's written approval of the final construction plans and specifications for such work pursuant to Section 9.2 below prior to making any such alterations.

(vi) *Tenant's Common Area Rights as of the 100% Lease Date* . Effective as of the first date as of which the percentage that the Rentable Floor Area of the Premises bears to the Rentable Floor Area of the Building reaches one hundred percent (100%) (the " **100% Lease Date** "), use of the Common Areas of the Building shall be exclusive to Tenant and Landlord shall have no rights to alter or change the same, except in the event that such alteration or change is required by Applicable Laws. As used herein, the " **100% Lease Test** " shall mean that the percentage that the Rentable Floor Area of the Premises bears to the Rentable Floor Area of the Building then equals one hundred percent (100%). For the avoidance of doubt, the 100% Lease Date shall be deemed to have occurred, and Tenant shall be deemed to have satisfied the 100% Lease Test, if Tenant is then leasing the Existing Premises, the Expansion Premises, the Currently-Committed Put Premises (i.e., Put Premises A, Put Premises B and Put Premises C, but not including the Basement Put Premises), and the Basement Storage Premises. In addition, upon the 100% Lease Date, and so long as Tenant continues to satisfy the 100% Lease Test, Tenant shall have the right to remove the existing artwork and scroll in the main lobby (the " **Existing Artwork** ") and replace the Existing Artwork with artwork selected by Tenant and/or with signage and branding identifying Tenant. Tenant shall provide the Existing Artwork to Landlord promptly after removing the same. In the event that, after the 100% Lease Date, Tenant no longer satisfies the 100% Lease Test, Tenant shall, at Landlord's election and at Tenant's sole cost and expense, either (i) restore the Existing Artwork to the location where it existed as of the Execution Date or (ii) install mutually acceptable new artwork provided by Landlord.

(vii) Upon the Substantial Full Occupancy Commencement Date, Tenant shall have the right, so long as Tenant continues to satisfy either of the Substantial Full Occupancy Conditions, to perform the work associated with the Potential Common Area Projects (as hereinafter defined); provided, however that (i) Tenant must perform any work associated with a Potential Common Area Project in accordance with the terms of this Lease (including, without limitation, obtaining Landlord's written approval of the final construction plans and specifications for such work pursuant to Section 9.2 below prior to performing such work), and (ii) Tenant acknowledges that Landlord will not be required to approve all of the Potential Common Area Projects. In the event that, after the Substantial Full Occupancy Commencement Date, Tenant no longer satisfies at least one of the Substantial Full Occupancy Conditions, Tenant shall, at Landlord's election, be required to restore the portion of the Common Areas renovated in connection with any Potential Common Area Project to substantially the same condition in which the same existed as of the Execution Date. In addition, prior to the expiration or earlier termination of the Lease Term, Tenant shall, at Landlord's election, be required to restore the portion of the Common Areas renovated in connection with any Potential Common Area Project to the condition in which the same existed as of the Execution Date. Each of the following shall be defined as a "Potential Common Area Project": (a) interactive display and "Mediamesh" on exterior of the Building or the Building's chimney or within the interior of the Premises behind windows facing the exterior of the Building; (b) rework of the interior lobby Atrium; (c) installation of a connection to Atrium or Courtyard; (d) built-in auditorium or Courtyard seating; and (e) additional Atrium circulation.

(viii) Notwithstanding anything to the contrary herein contained, Tenant's rights under this Section 2.2(E) shall be subject to the following: (y) Landlord's prior written approval of any such rule, regulation, and alteration, which approval shall not be unreasonably withheld, conditioned, or delayed, and (z) any such alterations and installations shall be performed in accordance with the provisions of this Lease (including, without limitation, Article 9). Nothing in this Section 2.2(E) shall limit or restrict Tenant's signage rights set forth in Section 16.32 of this Lease.

ARTICLE 3
LEASE TERM, EXTENSION OPTIONS, AND RIGHTS TO ADDITIONAL SPACE

3.1 TERM.

(A) The Term of this Lease shall be the period specified in Section 1.1 hereof, unless sooner terminated or extended as herein provided. On request of either party, as soon as may be convenient after the Final Expansion Premises Rent Commencement Date has been determined, Landlord and Tenant agree to join with each other in the execution of a written Commencement Date Agreement in the form of Exhibit 3.1 to this Lease.

(B) Landlord shall use commercially reasonable efforts to cause the Phase II Premises A Commencement Date, the Phase II Premises B Commencement Date, the Phase II Premises C Commencement Date and the Phase III Premises Commencement Date to occur on or before the Estimated Phase II and Phase III Commencement Date, respectively; provided, however, that Landlord shall not be liable to Tenant for the failure of any such Commencement Date to occur on or before the Estimated Phase II and Phase III Commencement Date. Notwithstanding the foregoing, in the event that the Phase II Premises A Commencement Date, the Phase II Premises B Commencement Date, the Phase II Premises C Commencement Date or the Phase III Premises Commencement Date occur on or after February 1, 2017 (the " **Phase II and Phase III Outside Date** "), then Tenant shall be entitled to a credit against Annual Fixed Rent with respect to the Portion of the Phase II and Phase III Premises for which delivery has been so delayed (the " **Holdover Premises** ") in an amount equal to the product of (i) one (1) days' Annual Fixed Rent with respect to such Holdover Premises, multiplied by (ii) the number of days that elapse after the Phase II and Phase III Outside Date until the Commencement Date of this Lease with respect to such Holdover Premises, and which credit will be applied following the Rent Commencement Date for such Holdover Premises.

(C) Landlord shall use commercially reasonable efforts to cause the Delayed Portion of the Existing Premises Commencement Date to occur on or before the Estimated Delayed Portion of the Existing Premises Commencement Date. Notwithstanding the foregoing, in the event that Landlord shall be unable to cause the Delayed Portion of the Existing Premises Commencement Date to occur on or before the Estimated Delayed Portion of the Existing Premises Commencement Date due to the failure of the current tenant in the Delayed Portion of the Existing Premises (the " **Holdover Tenant** ") to vacate the same on or before the Estimated Delayed Portion of the Existing Premises Commencement Date, then (i) Landlord shall have no liability to Tenant therefor, (ii) Tenant shall not have the right to terminate the Lease, (iii) Tenant shall accept delivery of the Delayed Portion of the Existing Premises when delivered by Landlord in the condition required by this Lease, (iv) Landlord shall promptly deliver to the Holdover Tenant a written demand to immediately vacate the Delayed Portion of the Existing Premises, and (v) if the Holdover Tenant shall fail to vacate the Delayed Portion of the Existing Premises within ninety (90) days after the Estimated Delayed Portion of the Existing Premises Commencement Date, Landlord shall commence summary process proceedings against the Holdover Tenant.

3.2 EXTENSION OPTION

(A) *First Extension Term* . On the conditions (which conditions may be waived in Landlord's sole discretion) that, both at the time of Tenant's delivery of Tenant's First Extension Notice and as of the commencement of the First Extension Term: (i) there exists no monetary or material non-monetary Event of Default, (ii) the Lease is still in full force and effect, and (iii) HubSpot, Inc., itself, a Permitted Tenant Successor, and/or a Tenant Affiliate (as hereinafter defined) occupies at least seventy-five percent (75%) of the Rentable Floor Area of the Premises then leased to Tenant as of the Extended Expiration Date (excepting only the subleasing by Tenant, if and to the extent permitted under the Lease, of up to 25% of the Premises in the aggregate to a party or parties other than a Permitted Tenant Successor or a Tenant Affiliate), then Tenant shall have the right to extend the Term for all but not just a portion of the then Premises for two (2) consecutive periods

of five (5) years each (the " **First Extension Term** " commencing September 1, 2027, and expiring August 31, 2032; and, if Tenant timely and properly exercises its right to extend the Term for the First Extension Term, the " **Second Extension Term** " commencing September 1, 2032, and expiring August 31, 2037; each, an " **Extension Term** "). Each Extension Term shall be on all of the terms and conditions of the Lease, except that (a) the Annual Fixed Rent shall be equal to the Fair Market Rent, as determined below, as of the commencement of the applicable Extension Term, (b) Landlord shall have no obligation to provide any construction allowance or to perform any work to the Premises as a result of such extension, provided, however, the foregoing shall both be considered relevant factors in determining the Fair Market Rent for the applicable Extension Term, (c) Tenant shall have no right to further extend the Term beyond the Second Extension Term and (d) the alternative tax provisions contained in Section 6.1(D) below shall have no applicability with respect to either Extension Term (it being understood that such provisions shall only apply during the initial Lease Term).

(B) In order to exercise its extension option for the First Extension Term or the Second Extension Term, Tenant shall give notice thereof to Landlord (as applicable, " **Tenant's First Extension Notice** " or " **Tenant's Second Extension Notice** ") not earlier than twenty-one (21) months nor later than eighteen (18) months prior to the expiration of the then current Term, whereupon Landlord shall, within thirty (30) days thereafter, advise Tenant of the proposed Annual Fixed Rent for, as applicable, the First Extension Term or the Second Extension Term (" **Landlord's Quotation** "). Each of Tenant's First Extension Notice and Tenant's Second Extension Notice shall be irrevocable.

(C) Within thirty (30) days after Landlord sends Landlord's Quotation to Tenant (the " **Negotiation Period** "), Landlord and Tenant shall attempt to agree on the Annual Fixed Rent for, as applicable, the First Extension Term or the Second Extension Term. If Landlord and Tenant have not so agreed and executed a written instrument evidencing such agreement within the Negotiation Period, then Landlord and Tenant shall each, within seven (7) days from the expiration of the Negotiation Period, designate an independent, licensed real estate broker, who shall have at least ten (10) years' experience as a licensed real estate broker specializing in commercial leasing and who shall be familiar with the commercial real estate market in which the Building is located. Said brokers shall each determine the Fair Market Rent for the Premises within fifteen (15) days of their designation. " **Fair Market Rent** " shall mean the market rental rates then being obtained for renewal leases for similar space in office buildings of similar quality, in similar locations taking into account the size of the Premises and other relevant factors, and that are of comparable age to the Building and are leased to first-class private sector tenants. All determinations of Fair Market Rent shall reflect market conditions expected to exist as of the date Annual Fixed Rent based on Fair Market Rent is to commence and shall take into consideration all then relevant factors, including the size of the premises and market tenant concession packages and the absence of any work allowance or Landlord work for the applicable Extension Term. If the lower of the two determinations is not less than ninety-five percent (95%) of the higher of the two determinations, then the Fair Market Rent shall be the average of the two determinations. If the lower of the two determinations is less than ninety-five percent (95%) of the higher of the two determinations, then the two brokers shall render separate written reports of their determinations of Fair Market Rent and within fifteen (15) days thereafter, the two brokers shall appoint a third broker with like qualifications. Such third broker shall be furnished the written reports of the first two brokers. Within fifteen (15) days after the appointment of the third broker, the third broker shall appraise the Fair Market Rent, and the Fair Market Rent shall equal the average of the two closest determinations; provided, however, that (a) if any one determination is agreed upon by any two of the brokers, then the Fair Market Rent shall be such determination, and (b) if any one determination is equidistant from the other two determinations, then the Fair Market Rent shall be such middle determination. Landlord and Tenant shall each bear the cost of its broker and shall share equally the cost of the third broker.

(D) Upon the timely giving of Tenant's First Extension Notice or Tenant's Second Extension Notice, as applicable, the Term shall be automatically extended for, as applicable, the First Extension Term or the Second Extension Term without the execution of any additional documents, and all references to the Term shall mean the Term as so extended, unless the context clearly otherwise requires. Promptly upon determination of the Annual Fixed Rent for the First Extension Term or the Second Extension Term, as applicable, Landlord and Tenant shall enter into an agreement setting forth the same. If Tenant shall not timely give Tenant's First Extension Notice, then Tenant's option for the First Extension Term and the Second Extension Term shall be void and of no further force and effect. If Tenant shall not timely give Tenant's Second Extension Notice, then Tenant's option for the Second Extension Term shall be void and of no further force and effect.

3.3 CURRENTLY-COMMITTED PUT PREMISES.

(A) *Background* . Reference is made to the fact that the Currently-Committed Put Premises (as hereinafter defined) in the Building are presently leased to other tenants in the Building and may not become available for lease for Tenant during the Term of the Lease, as it may be extended. However, if any Portion of the Currently-Committed Put Premises becomes available for lease to Tenant during the Term of this Lease (either because Landlord enters into a Put Premises Termination Agreement, as hereinafter defined, or because of the expiration or prior termination of the Landlord's lease with the Put Premises Tenant currently leasing such Portion of the Currently-Committed Put Premises), Tenant desires to lease such Portion of the Currently-Committed Put Premises from Landlord and Landlord desires to lease such Portion of the Currently-Committed Put Premises to Tenant on the terms and conditions hereinafter set forth.

(B) Landlord hereby represents to Tenant that Exhibit 3.3 accurately sets forth the information relating to the leases of the Put Premises Tenants. Following the Execution Date, Landlord agrees to enter into negotiations with the current tenants (" **Put Premises Tenants** ") of the Currently-Committed Put Premises to determine whether Landlord is able to enter into an agreement (" **Put Premises Termination Agreement** ") with each Put Premises Tenant effecting the early termination of Landlord's lease with such Put Premises Tenant on terms acceptable to Landlord, in Landlord's good faith judgment, as of a date not earlier than December 31, 2017. Landlord shall use good faith efforts to enter into a Put Premises Termination Agreement with each of the Put Premises Tenants (with respect to all of such Put Premises Tenants' leased premises). If, for any reason, Landlord is not able to enter into a Put Premises Termination Agreement with respect to any Portion of the Currently-Committed Put Premises, then Landlord shall have no liability to Tenant, and Tenant shall have no claim against Landlord based upon such inability to enter into such a Put Premises Termination Agreement.

(C) *Definition of Currently-Committed Put Premises* . The " **Currently-Committed Put Premises** " consist of: (i) 16,451 square feet of Rentable Floor Area (" **Put Premises A** ") located on the third (3 rd) floor of the Building as shown on Exhibit 1.1.2, Sheet 3 attached hereto and incorporated herein, (ii) 2,223 square feet of Rentable Floor Area (" **Put Premises B** ") located on the fourth (4 th) floor of the Building as shown on Exhibit 1.1.2, Sheet 4 attached hereto and incorporated herein and (iii) 10,440 square feet of Rentable Floor Area (" **Put Premises C** ") located on the first (1 st) floor of the Building as shown on Exhibit 1.1.2, Sheet 1 attached hereto and incorporated herein.

(D) *Terms of Tenant's Demise of Currently-Committed Put Premises* . Upon the expiration or earlier termination of an existing lease with respect to any portion of the Currently-Committed Put Premises (including, without limitation, Landlord entering into a Put Premises Termination Agreement with respect to such portion of the Currently-Committed Put Premises), Landlord shall promptly give Tenant written notice (the " **Currently-Committed Put Premises Demise Notice** ") advising Tenant of: (i) the Portion of the Currently-Committed Put Premises subject to the Put Premises Termination Agreement, (ii) the Rentable Floor Area of such Put Portion of the Currently-Committed Put Premises (taking into account the provisions of Section 2.1(B), Exhibit

2.1 and Section 3.4(C)), and (iii) the estimated commencement date (" **Estimated Currently-Committed Put Premises Commencement Date** ") with respect to such Portion of the Currently-Committed Put Premises, which Estimated Currently-Committed Put Premises Commencement Date shall be not sooner than the later of (y) January 1, 2018, and (z) four (4) months following the Currently-Committed Put Premises Demise Notice. Tenant shall lease such Portion of the Currently-Committed Put Premises from Landlord, and Landlord shall lease such Portion of the Currently-Committed Put Premises to Tenant on all of the same terms and conditions of the Lease applicable to the demise of the other Portions of the Premises leased to Tenant, except as follows:

(1) Commencement Date : The Commencement Date with respect to such Portion of the Currently-Committed Put Premises shall be later of: (i) the Estimated Currently-Committed Put Premises Commencement Date set forth in the Currently-Committed Put Premises Demise Notice, and (ii) the date that Landlord delivers such Portion of the Currently-Committed Put Premises in its as-is condition and free and clear of all tenants and occupants.

(2) Annual Fixed Rent : The Annual Fixed Rent payable with respect to such Portion of the Currently-Committed Put Premises shall be the product of: (i) the Rentable Area of such Portion of the Currently-Committed Put Premises, taking into account the provisions Section 2.1(B) and Section 3.4(C), multiplied by the Annual Fixed Rent Rental Rate (as defined in Section 1.1), from time to time.

(3) Rent Commencement Date . Subject to Sections 3.3(D)(4) and Section 5.1(B) below, the Rent Commencement Date for such Portion of the Currently-Committed Put Premises shall be the date that is six (6) months after the Commencement Date for such Portion of the Currently-Committed Put Premises.

(4) Condition of Currently-Committed Put Premises . Subject to the provisions of this Section 3.3(D)(4) and Section 3.5, Tenant shall take such Portion of the Currently-Committed Put Premises in its "as-is" and "where is" condition, without any representations or warranties by Landlord or Landlord's agents with respect to the Currently-Committed Put Premises or the Building. Landlord shall have no obligation to perform any work, supply any materials, incur any expense (except for providing the Currently-Committed Put Premises Allowance, as hereinafter defined) or make any alterations, additions or improvements to the Currently-Committed Put Premises to prepare any Portion of the Currently-Committed Put Premises for Tenant's occupancy, provided, however, nothing herein contained shall in any way diminish or affect Landlord's on-going repair, maintenance and/or replacement or service obligations under Article 7 of the Lease.

(5) Currently-Committed Put Premises Allowance . Landlord shall grant to Tenant a Tenant Improvement Allowance in the amount of $50.00 per rentable square foot of the applicable Portion of the Currently-Committed Put Premises, multiplied by a fraction, the numerator of which is the number of months remaining in the Term as of the applicable Rent Commencement Date for the applicable Portion of the Currently-Committed Put Premises and the denominator of which is 120 (the " **Currently-Committed Put Premises Allowance** ") for the purpose of defraying the cost of performing any leasehold improvements in such Portion of the Currently-Committed Put Premises (" **Tenant's Currently-Committed Put Premises Work** "). Said Tenant Improvement Allowance shall be disbursed subject to the same terms, conditions and rights as are applicable to the disbursement of Landlord's Base Contribution, as set forth in Section 3 of Exhibit 4.1, except that: (i) Tenant's Currently-Committed Put Premises Work for each Portion of the Currently-Committed Put Premises shall be deemed to be a "Project", and (ii) the Outside Requisition Date with respect to each Portion of the Currently-Committed Put Premises shall be the date that is eighteen (18) months after the Commencement Date with respect to such Portion of the Currently-Committed Put Premises.

(6) *Expansion* Amendment . Notwithstanding the fact that Tenant's lease of the any Portion of the Currently-Committed Put Premises shall be self-executing, as aforesaid, Tenant hereby agrees to execute a lease amendment accurately reflecting the applicable Portion of the Currently-Committed Put Premises within a reasonable time after it shall have received the same from Landlord, confirming the lease of such Portion of the Currently-Committed Put Premises to Tenant.

3.4 BASEMENT PUT PREMISES.

(A) *Background* . Reference is made to the fact that the Basement Put Premises (as hereinafter defined) are vacant as of the Execution Date. However, if Tenant leases Put Premises C (i.e., the portion of the Building currently leased to Nature Publishing Group), Tenant desires and agrees to lease the Basement Put Premises if Landlord elects pursuant to this Section 3.4 to make such Basement Put Premises available to lease to Tenant. The " **Basement Put Premises** " consists of approximately 6,078 usable square feet located on the basement floor of the Building as shown on Exhibit 3.4.1 attached hereto and incorporated herein. However, for the purposes of determining the amount of Annual Fixed Rent payable by Tenant with respect to the Basement Put Premises, the rentable area of the Basement Put Premises (subject to Section 3.4(C) below) shall be 6,078 usable square feet, less, with respect to the initial Term of the Lease only and not with respect to any Extension Term, 200% of the amount (if any) of any reduction (" **Put Premises C Rentable Area Reduction** ") in the rentable floor area of Put Premises C as the result of the performance of the Landlord's Access/Egress Work. For the avoidance of doubt:

(x) the parties acknowledge that the provisions of this Section 3.4(A), 3.4(B), 3.4(C), and 3.4(D) shall only apply if Landlord timely exercises the Basement Put Premises Option, as set forth in this Section 3.4, it being agreed that (i) Landlord shall have no obligation to lease the Basement Put Premises to Tenant, (ii) Sections 3.4(A), 3.4(B), 3.4(C), and 3.4(D) shall be void and without force or effect if Landlord does not elect to lease the Basement Put Premises to Tenant, but (iii) for the avoidance of doubt, the provisions of Section 3.4(E) shall be in force and effect whether or not Landlord timely exercises the Basement Put Premises Option.

(y) Tenant's obligation to pay Annual Fixed Rent and other charges with respect to Put Premises C during the initial Term of the Lease shall be determined as if there were no Put Premises C Rentable Area Reduction, but Tenant's obligation to pay Annual Fixed Rent and other charges with respect to Put Premises C with respect to any Extension Term shall be determined based upon the actual rentable area of Put Premises C (i.e., taking into account any Put Premises C Rentable Area Reduction).

(B) *Terms of Tenant's Demise of the Basement Put Premises* . Landlord shall have the option (" **Basement Put Premises Option** "), on or before the date (" **Outside Basement Put Premises Option Exercise Date** ") sixty (60) days after the expiration or earlier termination of the existing lease with respect to Put Premises C (including, without limitation, if Landlord enters into a Put Premises Termination Agreement with respect to the existing tenant of Put Premises C), to give Tenant written notice (the " **Basement Put Premises Demise Notice** ") advising Tenant: (i) that Landlord has elected to lease the Basement Put Premises to Tenant and (ii) of the estimated commencement date (" **Estimated Basement Put Premises Commencement Date** ") with respect to the Basement Put Premises, which Estimated Basement Put Premises Commencement Date shall not be sooner than the latest of (x) the Commencement Date with respect to Put Premises C, (y) January 1, 2018, and (z) four (4) months following the Basement Put Premises Demise Notice. In the event Landlord gives Tenant a Basement Put Premises Demise Notice, Tenant shall lease the Basement Put Premises from Landlord, and Landlord shall lease the Basement Put Premises to Tenant on all of the same terms and conditions of the Lease applicable to the demise of the other Portions of the Premises leased to Tenant, except as follows:

(1) Commencement Date : The Commencement Date with respect to the Basement Put Premises (the " **Basement Put Premises Commencement Date** ") shall be later of: (i) the Estimated Basement Put Premises Commencement Date set forth in the Basement Put Premises Demise Notice, and (ii) the date that Landlord delivers the Basement Put Premises to Tenant in the Basement Put Premises Delivery Condition (as hereinafter defined). The " **Basement Put Premises Delivery Condition** " shall mean that (i) the Basement Put Premises are vacant, broom clean, free and clear of all tenants and occupants and (ii) Landlord shall have substantially completed Landlord's Shell Condition Work (as hereinafter defined).

(2) Annual Fixed Rent : The Annual Fixed Rent payable with respect to the Basement Put Premises shall be the product of: (i) the Rentable Area of the Basement Put Premises, as determined in accordance with Sections 3.4(A) and 3.4(C), multiplied by the then-applicable Annual Fixed Rent rental rate applicable to the Basement Put Premises as set forth on the schedule attached hereto as Exhibit 3.4.2 .

(3) Rent Commencement Date . Subject to Sections 3.4(B)(4) and Section 5.1(B) below, the Rent Commencement Date for the Basement Put Premises shall be the date that is six (6) months after the Basement Put Premises Commencement Date (the " **Basement Put Premises Rent Commencement Date** ").

(4) Condition of Basement Put Premises . Subject to the provisions of this Section 3.4(B)(4), Section 3.4(B)(1) and Section 3.5, Tenant shall take the Basement Put Premises in its "as-is" and "where is" condition, without any obligation on the part of Landlord to prepare or construct the Basement Put Premises for Tenant's occupancy (except for Landlord's Basement Put Premises Work (as hereinafter defined)), and without any representations or warranties by Landlord or Landlord's agents with respect to the Basement Put Premises or the Building (except as set forth in Section 3.5); provided, however, nothing herein contained shall in any way diminish or affect Landlord's on-going repair, maintenance and/or replacement or service obligations under Article 7 of the Lease. Landlord shall, at Landlord's cost, perform the work (" **Landlord's Basement Put Premises Work** ") in the Basement Put Premises necessary to (i) deliver the Basement Put Premises to Tenant in the condition described on Exhibit 3.4.3 (" **Landlord's Shell Condition Work** ") and (ii) provide an elevator between the Basement Put Premises and the first (1 st) floor of the Building that is compliant with code and the Americans with Disabilities Act, including, subject to the next following sentence, installation of a second staircase if required by Applicable Laws to enable the Basement Put Premises to be used by Tenant for Tenant's intended use (" **Landlord's Access/Egress Work** "). Notwithstanding the foregoing, Tenant shall pay to Landlord the incremental cost, if any, required in connection with the installation of a second staircase to the extent that such additional cost is required by Applicable Laws as the result of the use of the Basement Put Premises for any use other than general business office use and uses accessory thereto. Landlord's Access/Egress Work shall be: (x) in location(s) proposed by Landlord, subject to Tenant's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, the parties hereby agreeing to use reasonable efforts to minimize any reduction in the rentable area of Put Premises C as the result of Landlord's Access/Egress Work, and (y) performed in accordance with plans and specifications prepared by Landlord and approved by Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant acknowledges and agrees that, if Landlord enters into a Put Premises Termination Agreement with the Tenant of Put Premises C, Landlord may, subject to the provisions of Section 3.4(B) commence Landlord's Access/Egress Work prior to January 1, 2018. Landlord shall use reasonable efforts and due diligence to substantially complete Landlord's Access/Egress Work on or before the date that is thirty (30) days after the Basement Put Premises Commencement Date (the " **Estimated Landlord's Access/Egress Work Completion Date** "); provided, however, that Landlord shall not be liable to Tenant for the failure to substantially complete Landlord's Access/Egress Work on or before the Estimated Landlord's Access/Egress Work Completion Date except that any delay beyond such date may be considered a "Landlord Delay Condition" which may extend the Basement Put Premises Rent Commencement Date pursuant to Section 5.1(B).

(5) Basement Put Premises Allowance . Landlord shall disburse to Tenant a Tenant Improvement Allowance in the amount of $50.00 per rentable square foot of the Basement Put Premises, multiplied by a fraction, the numerator of which is the number of months remaining in the Term as of the Basement Put Premises Rent Commencement Date and the denominator of which is 120 (the " **Basement Put Premises Allowance** ") towards the cost of performing any leasehold improvements in the Basement Put Premises (" **Tenant's Basement Put Premises Work** "). Said Basement Put Premises Allowance shall be disbursed subject to the same terms, conditions and rights as are applicable to the disbursement of Landlord's Base Contribution, as set forth in Section 3 of Exhibit 4.1, except that: (i) Tenant's Basement Put Premises Work shall be deemed to be a "Project", and (ii) the Outside Requisition Date with respect to the Basement Put Premises shall be the date that is eighteen (18) months after the Basement Put Premises Rent Commencement Date.

(6) Operating Expenses and Taxes . Notwithstanding anything in this Lease to the contrary, during the Term and any extensions thereof: (i) the Annual Fixed Rent payable under this Section 3.4 with respect to the Basement Put Premises shall be a gross rent, (ii) Tenant shall not have any obligation to pay Operating Expenses Allocable to the Premises or Landlord's Tax Expenses Allocable to the Premises with respect to the Basement Put Premises, and (iii) the Basement Put Space will not be included in the calculation of the Tenant's Share for any purpose under this Lease.

(C) *Determination of the Rentable Floor Area of the Basement Put Premises* . The parties shall mutually agree upon the Rentable Floor Area of the Basement Put Premises, as defined in Section 3.4(A). However, if there is any dispute between the parties with respect to the Rentable Floor Area of the Basement Put Premises (i.e., either because the parties disagree as to the actual usable floor area of the Basement Put Premises or as to the actual reduction in the Rentable Floor Area of Put Premises C as the result of the performance of Landlord's Access/Egress Work), then: (i) such dispute shall be submitted to arbitration pursuant to Section 16.33), (ii) Tenant shall commence paying Annual Fixed Rent with respect to the Basement Put Premises as if the Rentable Floor Area of the Basement Put Premises were 6,078 usable square feet less 200% of the Put Premises C Rentable Area Reduction, as designated by Landlord in a written notice to Tenant on or before the Basement Put Premises Rent Commencement Date, and (iii) in the event that it is finally agreed or determined that the Rentable Floor Area of the Basement Put Premises is different than the amount designated by Landlord, then either, Tenant shall, within thirty (30) days of such agreement or determination, pay any underpayment of Annual Fixed Rent with respect to the Basement Put Premises to Landlord, or Landlord shall credit the amount of any overpayment of Annual Fixed Rent with respect to the Basement Put Premises against the next installment of Annual Fixed Rent payable by Tenant under the Lease.

(D) *Expansion Amendment* . Notwithstanding the fact that Tenant's lease of the Basement Put Premises shall be self-executing, as aforesaid, Tenant hereby agrees to execute a lease amendment confirming the lease of the Basement Put Premises to Tenant consistent with the provisions of this Section 3.4(D).

(E) *Landlord's Covenant Not to Lease Basement Put Premises to Third Parties* . Landlord hereby covenants and agrees that, except as set forth in this Section 3.4(E), Landlord will not, during the Term of this Lease, as it may be extended pursuant to the provisions of this Lease, enter into a lease, license or other occupancy agreement of the Basement Put Premises, or any portion thereof, with a third party. Notwithstanding the foregoing, the parties expressly agree that:

(i) a lease, license or other occupancy agreement of the Basement Put Premises, or any portion thereof, entered into by Landlord with a third party prior to date (" **Basement Put Premises Leasing Limitation Date** ") which is the earlier of: (x) the Outside Basement Put Premises Option Exercise Date, and (y) the Substantial Full Occupancy Commencement Date, shall not be deemed to violate the provisions of this Section 3.4(E) so long as: (1) such lease, license or agreement contains a right by Landlord to terminate such lease, license or other occupancy agreement as of the Basement Put Premises Leasing Limitation Date and (2) Landlord exercises such termination right effective as of the Basement Put Premises Leasing Limitation Date, and

(ii) the use of the Basement Put Premises by Landlord or Landlord's managing agent as a management office or for other Building purposes (" **Landlord Uses** ") shall not be deemed to violate the provisions of this Section 3.4(E). For avoidance of doubt, if Landlord does not timely exercise the Basement Put Premises Option, Landlord: (i) shall not, during the Term of the Lease, as it may be extended, lease, license, or permit occupancy of the Basement Put Premises by any third party, and (ii) shall terminate any then existing leases, licenses, or other occupancy agreements in effect for the Basement Put Premises, provided that the provisions of this sentence shall not prohibit Landlord Uses, as defined above.

3.5 LANDLORD'S COMMON AREA WARRANTY WITH RESPECT TO THE PUT PREMISES.

(A) *Landlord's Put Premises Common Area Warranty* . Notwithstanding anything to the contrary contained herein or in the Lease, as of the Commencement Date with respect to each Portion of the Put Premises (i.e., the Currently-Committed Put Premises and the Basement Put Premises), the Common Areas of the Building (including, without limitation, the roof and structure of the Building and the Building systems) shall be in good working order (" **Landlord's Put Premises Common Area Warranty** ").

(B) *Tenant's Sole Remedies with respect to Breaches of Landlord's Put Premises Common Area Warranty* . In the event of any breach of Landlord's Put Premises Common Area Warranty with respect to a Portion of the Put Premises, then, and as Tenant's sole remedies, both in law and in equity:

(i) Landlord shall bring the portion of the Common Areas that was not in good working order as of the Commencement Date with respect to such Portion of the Put Premises into good working order pursuant to its obligations herein;

(ii) to the extent such breach actually causes a delay in Tenant's ability to achieve substantial completion of its tenant improvements with respect to such Portion of the Put Premises, such delay shall be considered a "Landlord Delay Condition" which extends the Rent Commencement Date with respect to such Portion of the Put Premises pursuant to Section 5.1(B); and

(iii) the cost incurred by Landlord to cure such breach during the period beginning on the Commencement Date with respect to such Portion of the Put Premises and ending on first anniversary of such Commencement Date (each such period, a " **Put Premises Exclusion Period** ") shall be excluded from Operating Expenses for the Building payable with respect to such Portion of the Put Premises. It is understood and agreed that the provisions of this Section 3.5(B)(iii) shall not affect or limit the inclusion of any costs incurred by Landlord to correct any condition arising after the expiration of the Put Premises Exclusion Period. Nothing in this Section 3.5(B)(iii) shall affect Tenant's right to exercise its audit right pursuant to Section 6.2(D), with respect to the calendar year(s) in which any Put Premises Exclusion Period occurs, so as to enable Tenant to challenge whether a cost incurred by Landlord during such Put Premises Exclusion Period is properly included in Operating Expenses for the Building payable with respect to such Portion of the Put Premises.

ARTICLE 4
USE OF PREMISES

4.1 USE. Subject to Tenant's express rights in this Lease, Tenant shall use the Premises solely for general office purposes and lawful ancillary uses and for no other use or purpose. Tenant shall not use the Premises for any unlawful purpose, for any auction sale, or in any manner that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant of the Building. Tenant shall not knowingly generate, use, store, or dispose of any materials posing a health or environmental hazard in or about the Building. Tenant shall comply with and conform to all present and future laws, ordinances, regulations and orders of all applicable governmental or quasi-governmental authorities having jurisdiction over the Premises, including those concerning the use, occupancy and condition of the Premises and all machinery, equipment and furnishings therein (" **Applicable Laws** "). The party constructing the Tenant's Work pursuant to Exhibit 4.1 hereto shall obtain any necessary certificate of occupancy for the Premises. Notwithstanding anything in this Lease to the contrary and in addition to the uses permitted under this Lease, Tenant may use the Basement Put Premises for general office use, assembly or training space, and/or for lounge, seating, gathering or recreational uses, including a fitness facility.

4.2 OCCUPANCY TAXES. Tenant shall pay before delinquency any business, rent or other taxes or fees that are now or hereafter levied, assessed or imposed upon Tenant in connection with Tenant's use or occupancy of the Premises, the conduct of Tenant's business in the Premises, or Tenant's equipment, fixtures, furnishings, inventory or personal property. If any such tax or fee is enacted or altered so that such tax or fee is levied against Landlord or so that Landlord is responsible for collection or payment thereof, then Tenant shall pay to Landlord as Additional Rent the amount of such tax or fee.

ARTICLE 5
ANNUAL FIXED RENT

5.1 PAYMENT.

(A) From and after the applicable Rent Commencement Date for the applicable Portion of the Premises and thereafter during the Lease Term, Tenant shall pay the Annual Fixed Rent specified in Section 1.1 for such applicable Portion of the Premises (except that the Annual Fixed Rent payable by Tenant with respect to the Basement Storage Premises is determined in accordance with Section 16.42(b) and Exhibit 16.42.2 , and the Annual Fixed Rent payable by Tenant with respect to the Basement Put Premises is determined in accordance with Section 3.4(B)(2) and Exhibit 3.4.2). The Annual Fixed Rent shall be due and payable in equal monthly installments, without notice, demand, setoff or deduction (except as otherwise specifically provided herein), in advance on the first day of each month during each rental period. If the Rent Commencement Date with respect to any Portion of the Premises is not the first day of a month, then the Annual Fixed Rent payable with respect to such Portion of the Premises from such Rent Commencement Date until the first day of the following month shall be prorated on a per diem basis, and Tenant shall pay such prorated installment of the Annual Fixed Rent on such Rent Commencement Date.

(B) Notwithstanding anything in this Lease to the contrary, in the event that Tenant is denied a building permit or a certificate of occupancy for any Portion of the Premises (including, except as hereinafter noted, without limitation, the Basement Put Premises, but not including any portion of the Existing Premises other than the Delayed Portion of the Existing Premises) or is required to cease or postpone performance of its tenant improvements to any such Portion of the Premises (except any portion of the Existing Premises other than the Delayed Portion of the Existing Premises) due to any of the following conditions (" **Landlord Delay Conditions** "): (a) any portion of the Building (excluding the Premises) not being in compliance with Applicable Laws, (b) any portion of the Building systems that services such Portion of the Premises not being in good working order as of the Commencement Date for such Portion of the Premises, (c) the discovery of Hazardous Materials in the Premises requiring removal or remediation under Applicable Laws, (d) any breach of the Landlord's Initially-Contemplated Premises Common Area Warranty, as defined in Section 5.1(C)(i), (e) any breach of the Landlord's Put Premises Common Area Warranty, as defined in Section 3.5(A), (f) any Labor Harmony Delay, as defined in Section 1C of Exhibit 4.1 , or (g) with respect to the Basement Put Premises only, Landlord's failure to substantially complete Landlord's Access/Egress Work on or before the Estimated Landlord's Access/Egress Work Completion Date (as defined in Section 3.4), then, in addition to Section 5.1(C)(ii) with respect to breaches of Landlord's Initially-Contemplated Premises Common Area Warranty and Section 3.5 with respect to breaches of Landlord's Put Premises Common Area Warranty, the following shall be Tenant's sole remedies (both in law and in equity): (x) Landlord, at Landlord's sole expense, shall, as applicable, (i) correct such noncompliance with Applicable Laws pursuant to its obligations herein, (ii) cure such breach of Landlord's Initially-Contemplated Premises Common Area Warranty pursuant to its obligations herein, (iii) cure such breach of Landlord's Put Premises Common Area Warranty pursuant to its obligations herein; (iv) remove or remediate the Hazardous Materials as required by Applicable Law, and/or (v) eliminate such Labor Harmony Delay, and (y) the Rent Commencement Date applicable to the Portion of the Premises affected by Landlord Delay Condition shall be extended by the number of days that Tenant is actually delayed in achieving substantial completion of the tenant improvements for such Portion of the Premises beyond the scheduled Rent Commencement Date for such Portion of the Premises by reason of such Landlord Delay Condition (" **Landlord Delay** "). The parties hereby acknowledge that clause (y) of the immediately preceding sentence does not apply to any Common Area Projects (as defined in Section 3(A) of Exhibit 4.1). Subject to Section 5.1(C)(ii)(c) and 3.5(B), Landlord shall be solely responsible for the cost of curing any Landlord Delay Conditions. Notwithstanding the foregoing, Landlord shall not be charged with any period of Landlord Delay prior to the time Landlord receives written notice of such Landlord Delay from Tenant. With respect to the Phase I Premises, in the event that any Landlord Delay Conditions occurs during the performance of Tenant's Expansion Area Work with respect to the Phase I Premises, then Tenant's obligation to pay Annual Fixed Rent, Landlord's Tax Expenses Allocable to the Phase I Premises, and Operating Expenses Allocable to the Phase I Premises shall be equitably abated to the extent that Tenant's Expansion Area Work with respect to the Phase I Premises is actually delayed by reason of such Landlord Delay Condition.

(C) Landlord's Common Area Warranty with respect to the Initially-Contemplated Premises .

(i) *Landlord's Initially-Contemplated Premises Common Area Warranty* . Landlord hereby represents to Tenant (" **Landlord's Initially-Contemplated Premises Common Area Warranty** ") that, as of the Execution Date (i.e., November 1, 2015), the Common Areas of the Building (including, without limitation, the roof and structure of the Building and the Building systems) are in good working order.

(ii) *Tenant's Sole Remedies with respect to Breaches of Landlord's Initially-Contemplated Premises Common Area Warranty* . In the event of any breach of Landlord's Initially-Contemplated Premises Common Area Warranty, then, and as Tenant's sole remedies, both in law and in equity:

(a) Landlord shall bring the portion of the Common Areas that was not in good working order as of the Execution Date into good working order pursuant to its obligations herein;

(b) to the extent such breach actually causes a delay in Tenant's ability to achieve substantial completion of its tenant improvements with respect to any Portion of the Expansion Premises, such delay shall be considered a "Landlord Delay Condition" which extends the Rent Commencement Date with respect to such Portion of the Expansion Premises pursuant to Section 5.1(B); and

(c) the cost incurred by Landlord to cure such breach during the period beginning on the Execution Date and ending on April 30, 2017 (the " **Initially-Contemplated Premises Exclusion Period** ") shall be excluded from Operating Expenses for the Building. It is understood and agreed that the provisions of this Section 5.1(C) shall not affect or limit the inclusion of any costs incurred by Landlord to correct any condition arising after the expiration of the Initially-Contemplated Premises Exclusion Period. Nothing in this Section 5.1(C) shall affect Tenant's right to exercise its audit right pursuant to Section 6.2(D), with respect to calendar years 2015 and 2016, so as to enable Tenant to challenge whether a cost incurred by Landlord during the Initially-Contemplated Premises Exclusion Period is properly included in Operating Expenses for the Building.

5.2 METHOD OF PAYMENT. All sums payable by Tenant under this Lease shall be paid to Landlord by check drawn on a U.S. bank (subject to collection) or by wire transfer, at the address to which notices to Landlord are to be given or to such other party or such other address as Landlord may designate in writing. Landlord's acceptance of rent after it shall have become due and payable shall not excuse a delay upon any subsequent occasion or constitute a waiver of any of Landlord's rights.

ARTICLE 6
TAXES AND OPERATING EXPENSES

6.1 TAXES.

(A) DEFINITIONS. With reference to the real estate taxes referred to in this Article 6, it is agreed that terms used herein are defined as follows:

(i) " **Tax Year** " shall be any fiscal/tax period in respect of which Taxes are due and payable to the appropriate governmental taxing authority, any portion of which period occurs during the Term of this Lease, the first such Tax Year being the one in which the Lease Commencement Date occurs.

(ii) " **Landlord's Tax Expenses Allocable to the Premises** ", with respect to each Portion of the Premises (exclusive of the Basement Storage Premises and the Basement Put Premises), means the same proportion of Landlord's Tax Expenses as the Rentable Floor Area of such Portion of the Premises (exclusive of the Basement Storage Premises and the Basement Put Premises) bears to the Rentable Floor Area of the Building.

(iii) " **Landlord's Tax Expenses** " with respect to any Tax Year means the aggregate "Real Estate Taxes" (hereinafter defined) with respect to that Tax Year, reduced by any net abatement receipts and taking into account any other tax benefit program which may be applicable to the Building and the Lot with respect to that Tax Year.

(iv) " **Real Estate Taxes** " or " **Taxes** " shall mean (1) all real estate taxes, including general and special assessments, if any, which are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the Lot, (2) any other present or future taxes or governmental charges that are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the Lot which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, (3) any assessments upon Landlord or the Building in connection with any operation to promote, police, clean or otherwise benefit the neighborhood in which the Building is situated, and (4) Landlord's expenses (including reasonable attorneys' and appraisers' fees) incurred in reviewing, protesting or seeking a reduction of real estate taxes. Real estate taxes shall not include any (net) income taxes or any excess profits, excise, estate, succession, inheritance or transfer taxes. For the purposes of this Lease, real estate taxes shall include any payment in lieu of real estate taxes.

(B) TENANT'S PAYMENTS ON ACCOUNT OF LANDLORD'S TAX EXPENSES ALLOCABLE TO THE PREMISES . Commencing as of the Rent Commencement Date with respect to each Portion of the Premises (exclusive of the Basement Storage Premises and Basement Put Premises) and continuing thereafter throughout the Term of the Lease, as the same may be extended, but subject to the provisions of Section 6.1(D) below, Tenant shall, with respect to any full Tax Year or fraction of a Tax Year falling within the Lease Term, pay to Landlord, as Additional Rent, Landlord's Tax Expenses Allocable to the Premises with respect to such Portion of the Premises. Except as otherwise provided in the immediately following paragraph, Tenant shall pay Landlord's Tax Expenses Allocable to the Premises with respect to such Portion of the Premises at least thirty (30) days prior to the date or dates within any year during the Term hereof that the same, or any fractional share thereof, shall be due and payable to any governmental authority responsible for collection of same (as stated in a notice to Tenant given at least thirty (30) days prior to the date or dates any such payment shall be due, which notice shall set forth the manner of computation of Landlord's Tax Expenses Allocable to the Premises with respect to such Portion of the Premises due from Tenant), except that such payment shall be made to Landlord not later than twenty (20) days after such notice to Tenant, if such notice is given subsequent to the date thirty (30) days prior to the date the same is due and payable as aforesaid.

(C) ESTIMATED PAYMENTS . Monthly payments by Tenant on account of Landlord's Tax Expenses Allocable to the Premises, as reasonably estimated by Landlord, shall be made at the time and in the fashion herein provided for the payment of Annual Fixed Rent. Following the end of each Tax Year, Landlord shall submit a statement showing (1) Landlord's Tax Expenses Allocable to the Premises actually incurred during the preceding Tax Year, and (2) the aggregate amount of Tenant's estimated payments during such year. If such statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Tenant shall deduct the net overpayment from its next monthly rental payment (or, if the Lease Term has expired, Landlord shall promptly reimburse to Tenant the amount of the overpayment). If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess within thirty (30) days following its receipt of Landlord's statement. Landlord's and Tenant's obligations to make the payments described in the foregoing sentences shall survive the expiration or termination of this Lease. The statement of Real Estate Taxes submitted by Landlord under this Section 6.1(C) shall become binding and conclusive if not contested by Tenant within ninety (90) days after it is rendered. Landlord shall, within ten (10) business days' written notice from Tenant, from time to time, deliver to Tenant: (i) copies of any tax bills which are the basis of Landlord's Tax Expenses Allocable to the Premises payable by Tenant, and (ii) any documentation reasonably necessary for Tenant to verify Landlord's computation of the Annual Tax Benefit.

(D) ALTERNATIVE TAX STRUCTURE .

(i) *Application* . The provisions of this Section 6.1(D) shall only apply if the Alternative Tax Structure Event (defined below) occurs, it being understood that this Section 6.1(D) shall be void and without force or effect if such Alternative Tax Structure Event does not occur. The provisions of this Article 6 shall continue to apply throughout the initial Term of the Lease even upon the occurrence of the Alternative Tax Structure Event except to the extent such provisions are inconsistent with this Section 6.1(D). Tenant acknowledges that the alternative tax provisions contained in this Section 6.1(D) shall have no applicability during the First Extension Term, the Second Extension Term or any other period except for the initial Lease Term.

(ii) *Definitions* . It is agreed that the following terms used in this Section 6.1(D) shall be defined as follows:

(a) " **Landlord's 2016 Real Estate Taxes** " shall mean Landlord's Tax Expenses actually incurred with respect to Tax Year 2016 (i.e., July 1, 2015 through June 30, 2016).

(b) " **Landlord's 2017 Real Estate Taxes** " shall mean Landlord's Tax Expenses actually incurred with respect to Tax Year 2017 (i.e., July 1, 2016 through June 30, 2017).

(c) " **Fiscal Year 2017 Tax Cap** " shall mean one hundred and eight percent (108%) of Landlord's 2016 Real Estate Taxes.

(d) " **2017 Tax Subsidy** " shall mean the amount, if any, by which (i) Landlord's 2017 Real Estate Taxes exceed (ii) the Fiscal Year 2017 Tax Cap.

(iii) *Tenant's Tax Obligations Upon Alternative Tax Structure Event* . Notwithstanding anything to the contrary herein contained, in the event that Landlord's 2017 Real Estate Taxes exceed the Fiscal Year 2017 Tax Cap (the " **Alternative Tax Structure Event** "), then the parties agree that the following alternative provisions shall apply in determining the amount of Landlord's Tax Expenses Allocable to the Premises for the period commencing on the Alternative Tax Structure Event and continuing throughout the initial Lease Term:

(a) For the purposes of determining Landlord's Tax Expenses Allocable to the Premises for Fiscal Year 2017, Landlord's Tax Expenses shall be equal to the Fiscal Year 2017 Tax Cap.

(b) For and with respect to each Tax Year during the Lease Term after Fiscal Year 2017, Landlord's Tax Expenses shall be deemed to equal: (x) the actual amount of Landlord's Tax Expenses incurred by Landlord with respect to such Tax Year minus (y) the amount of the 2017 Tax Subsidy, provided however, that in no event shall the amount of Landlord's Tax Expenses for any Tax Year be reduced by the 2017 Tax Subsidy below the Fiscal Year 2017 Tax Cap.

(c) The amount by which Landlord's Tax Expenses Allocable to the Premises are reduced for any Tax Year pursuant to the provisions of this subclause (iii) is referred to herein as the " **Annual Tax Benefit** " for such Tax Year.

(iv) *Tax Subsidy Bank* . For purposes hereof, the " **Tax Subsidy Bank** " shall mean an amount equal to (i) the aggregate amount of Annual Tax Benefit that Tenant receives the benefit of during the Term of the Lease, minus (ii) any amounts paid by Tenant to Landlord in the form of a Tax Subsidy Clawback (as hereinafter defined). The amount deemed to be included in the Tax Subsidy Bank shall fluctuate (upward and downward) on an ongoing basis (a) as the amount of Annual Tax Benefit is determined with respect to a given Tax Year and (b) as Tenant pays Landlord any Tax Subsidy Clawbacks. The parties acknowledge that the sole purpose of the Tax Subsidy Bank is (y) to track the aggregate amount that Tenant has saved during the Term of the Lease as a result of the Annual Tax Benefit and (z) to cap and repay to Landlord the amount of Tax Subsidy Clawback payments that Tenant may be required to pay Landlord.

(v) *Repayment of Annual Tax Benefit* . For purposes hereof, the " **Tax Subsidy Clawback Breakpoint** " shall mean, with respect to a given Tax Year, one hundred and three and one-half percent (103.5%) of Landlord's Tax Expenses actually incurred with respect to the immediately preceding Tax Year. Commencing as of Tax Year 2018 and continuing thereafter throughout the Term of the Lease, in the event that Landlord's Tax Expenses actually incurred with respect to a given Tax Year are less than the Tax Subsidy Clawback Breakpoint, then Tenant shall pay to Landlord, as Additional Rent within thirty (30) days of demand therefor, an amount equal to (i) the then-applicable Tenant's Share multiplied by (ii) (a) the Tax Subsidy Clawback Breakpoint with respect to such Tax Year minus (b) Landlord's Tax Expenses actually incurred with respect to such Tax Year. Notwithstanding the immediately preceding sentence, Tenant shall only be required to pay Landlord the Tax Subsidy Clawback to the extent that, at the time of Landlord's demand therefor, such Tax Subsidy Clawback is less than the then balance of the Tax Subsidy Bank. In the event that: (x) the amount of Tax Subsidy Clawback for any Fiscal Year exceeds the then current amount in the Tax Subsidy Bank (such excess being referred to herein as " **Unused Tax Subsidy Clawback** "), and (y) Tenant is entitled to an Annual Tax Benefit for a subsequent Fiscal Year, then any Unused Tax Subsidy Clawback shall be applied against, and reduce, the amount of the Annual Tax Benefit for such Fiscal Year.

(vi) *Example of Alternative Tax Structure Provisions*. The following sample table is provided to illustrate the application of the alternative real estate tax provisions set forth in this Section 6.1(D):

	Tax Year 2016	Tax Year 2017	Tax Year 2018	Tax Year 2019	Tax Year 2020
Landlord's Tax Expenses	$100.00	$112.00	$118.00	$120.00	$121.00
Tenant's Tax Obligation*	$100.00	$108.00	$114.00	$116.00	$117.00
Annual Tax Benefit	N/A	$4.00	$4.00	$4.00	$4.00
Tax Subsidy Clawback	N/A	N/A	N/A	$2.13	$3.20
Tax Subsidy Bank	$0.00	$4.00	$8.00	$9.87	$10.67

* Assumes that Tenant's Share at all relevant times is 100%.

(E) REAL ESTATE TAX ABATEMENT. If, with respect to any fiscal tax year, Landlord does not, on or before the date thirty (30) days prior to the last date on which real estate tax abatement proceedings for such fiscal tax year may be commenced, then Tenant shall have the right (" **Tenant's Abatement Right** ") to commence proceedings for an abatement of Landlord's Tax Expenses for such fiscal tax year, provided that Tenant may only commence such proceedings if (i) there is no monetary or material non monetary Event of Default in existence and continuing, and (ii) Tenant provides Landlord with written notice of its intent to commence such abatement proceedings at least five (5) business days prior to Tenant actually commencing such proceedings. The following conditions shall apply to Tenant's Abatement Right: (a) Tenant shall reasonably consult with Landlord concerning the manner and method of conducting such proceedings, (b) Tenant shall not settle any such proceedings without obtaining Landlord's prior written approval, which approval shall not be unreasonably withheld, and (c) Tenant shall not cancel or withdraw any such proceedings unless Tenant shall, at least fifteen (15) days prior thereto, have notified Landlord of its intention to do so and Landlord shall have failed during such period to notify Tenant of its intention to continue such proceedings. If either party prosecutes an application for an abatement, the other party shall cooperate and promptly furnish any pertinent information reasonably required by the party prosecuting the application for an abatement. If Landlord fails to respond to Tenant's request to settle any abatement proceedings within ten (10) business days, then Tenant may give Landlord another request therefor, which shall state in bold face, capital letters at the top thereof " **WARNING: SECOND REQUEST. FAILURE TO RESPOND TO THIS REQUEST WITHIN THREE (3) BUSINESS DAYS SHALL RESULT IN DEEMED APPROVAL THEREOF** ." If Landlord does not respond within three (3) business days after receipt of such second request, Landlord's approval of such request to settle such abatement proceedings shall be deemed given.

6.2 OPERATING EXPENSES

(A) DEFINITIONS.

(i) " **Operating Expenses Allocable to the Premises** " with respect to each Portion of the Premises (exclusive of the Basement Storage Premises and Basement Put Premises) means the same proportion of the Operating Expenses for the Building (as hereinafter defined) as Rentable Floor Area of such Portion of the Premises (exclusive of the Basement Storage Premises and Basement Put Premises) bears to the Rentable Floor Area of the Building.

(ii) " **Operating Expenses for the Building** " means all costs and expenses incurred by Landlord in the ownership and operation of the Building, including all of the following: (1) Electricity Costs (as defined in Section 6.2(A)(iii), as well as the gas, water, sewer and other utility charges; (2) premiums and other charges for insurance (including, but not limited to, property insurance, rent loss insurance and liability insurance which may include terrorism and mold coverage);

(3) reasonable management fees (consistent with those incurred in similar commercial buildings in the Boston metropolitan area which are managed by third parties) incurred in the management of the Building; (4) all costs incurred in connection with service and maintenance contracts; (5) maintenance and repair expenses and supplies; (6) amortization (calculated over such reasonable period as Landlord may determine in accordance with generally accepted accounting principles, with interest at Landlord's cost of funds or (if the capital improvement is not financed) at two (2) percentage points above the prime rate published from time to time in the Money Rates section of The Wall Street Journal (the " **Prime Rate** ") for capital expenditures that are either (i) made by Landlord for the purpose of complying with Applicable Laws which first become effective and applicable to the Building after the Execution Date (" **Legal Compliance Capital Expenditures** "), (ii) made by Landlord for the purpose of complying with insurance requirements which first become effective and applicable to the Building after the Execution Date (" **Insurance Compliance Capital Expenditures** ") or (iii) intended to result in a net decrease in Operating Expenses for the Building (" **Savings Capital Expenditures** " and, together with Legal Compliance Capital Expenditures and Insurance Compliance Capital Expenditures are referred to collectively herein as " **Permitted Capital Expenditures** "); (7) reasonable legal fees (except as excluded below), administrative expenses, and accounting and other professional fees and expenses; (8) charges for security, janitorial, and cleaning services and supplies furnished to the Building; (9) costs of operating, maintaining, repairing and re-striping the Garage; and (10) any other expense reasonably incurred by Landlord in maintaining, repairing or operating the Building. Operating Expenses for the Building shall not include (A) interest and amortization of mortgages or any other encumbrances or reserves required in connection therewith; (B) ground rent; (C) depreciation of the Building; (D) income or other taxes imposed or measured by the net income of Landlord from the operation of the Building; (E) costs of preparing, improving or altering tenant space for any new or renewal tenant; (F) leasing commissions and other brokerage or marketing expenses; (G) legal fees incurred in disputes with tenants or in connection with the sale, financing or leasing of the Building; (H) costs of capital improvements other than those described in clause (6) above; (I) expenses reimbursed to Landlord, or paid or payable by third parties, by way of warranties, insurance or condemnation proceeds, or any other source; (J) amounts paid to any partner, shareholder, officer, or director of Landlord, for salary or other compensation; (K) reserves for repairs, maintenance, and replacements; (L) any amounts paid to any person, firm, or corporation related to or otherwise affiliated with Landlord or any general partner, officer or director of Landlord or any of its general partners to the extent they exceed arms-length competitive prices paid in the greater Boston area for the services or goods provided; (M) Excluded Electricity Costs, as defined in Section 6.2(A)(iii); (N) costs relating to maintaining Landlord's existence as a corporation, partnership or other entity, such as trustees' fees, annual fees, corporate or partnership organization or administration expenses, deed recordation expenses, and legal and accounting fees (other than with respect to Building operations); (O) costs (including fines and penalties imposed) incurred by Landlord to remove any hazardous or toxic wastes, materials or substances from either the Building or Lot; (P) Landlord's general corporate overhead and general and administrative expenses; (Q) costs related to any building other than the Building, including any allocation of costs incurred on a shared basis, such as centralized accounting costs, unless the allocation is made on a reasonable and consistent basis that fairly reflects the share of any costs actually attributable to the Building; (R) acquisition costs for sculpture, paintings and other art objects; (S) rental costs and related expenses for leasing systems or equipment

that would be considered a capital improvement or expenditure if purchased (unless such purchase would be covered under clause (6) above); (T) costs for selling, marketing, syndicating, financing, mortgaging or hypothecating any part of or interest in the Building; (U) any costs excluded from Operating Expenses under Sections 3.5(B) and 5.1(C) of this Lease; (V) any costs or expense (including design and related costs) incurred to design, permit or perform the Landlord's Basement Premises Put Work and Landlord's Access/Egress Work, the parties hereby acknowledging and agreeing that, for avoidance of doubt, Operating Expenses for the Building includes (subject to the provisions and exclusions of this Section 6.2(A)(ii)), any on-going Operating Expenses incurred by Landlord with respect to basement portion of the Building, and (W) travel and entertainment expenses. Notwithstanding anything to the contrary contained herein, costs incurred by Landlord in replacing the roof of the Building may only be deemed to be Permitted Capital Expenditures if such costs and expenses qualify as Legal Compliance Capital Expenditures (i.e., roof replacement costs and expenses may not be included in the Operating Expenses solely on account of such costs and expenses qualifying as either Savings Capital Expenditures or Insurance Compliance Capital Expenditures).

(iii) *Electricity Costs* .

(a) Current Payment System . As of the Execution Date of this Lease, " **Electricity Costs** " are equal to the total cost of providing electricity to the Building that is permitted to be included in Operating Expenses Allocable to the Premises, less the sum of: (i) the cost of Assumed Premises Electricity, as hereinafter defined, plus (ii) Excluded Electricity Costs, as hereinafter defined. Subject to subparagraph (b) below, " **Assumed Premises Electricity** " shall be $1.50 per Rentable Square Foot of the Building, or such higher per Rentable Square Foot charge as Landlord may impose on Tenant for Electricity Rent, from time to time, pursuant to Section 7.4(D). " **Excluded Electricity Costs** " are defined as: (x) the costs of providing electricity in connection with overtime HVAC (i.e., electricity provided to the premises of any tenant for HVAC service outside normal business hours), (y) the cost of any electricity in connection with above standard equipment used by any tenant which is separately submetered, and (z) a reasonable charge for electricity consumption to be imposed by Landlord on any tenant (including Tenant) in connection with the use of the Atrium or Courtyard for special events after business hours.

(b) Tenant Election to Require Landlord to Install Submeters Prior to Substantial Full Occupancy Commencement Date . Tenant shall have the right, at any time prior to the Substantial Full Occupancy Commencement Date, upon sixty (60) days prior notice to Landlord and at Tenant's sole cost and expense, to require Landlord to install separate submeters measuring the consumption of electricity for plugs and lights and above-standard equipment in all tenanted areas of the Building other than the Premises then demised to Tenant. If Tenant exercises such right, then, subject to subparagraph (c) below, with respect to any period of time after from and after the date of installation of such submeters, Assumed Premises Electricity shall be equal to the sum of: (i) the amount of Electricity Rent payable by Tenant pursuant to Section 7.4(D), plus (ii) the cost of electricity measured by such submeters.

(c) From and After Substantial Full Occupancy Commencement Date . From and after Substantial Full Occupancy Commencement Date, Electricity Costs shall be excluded from Operating Expenses for the Building and Section 7.4(E) shall apply.

(B) GROSS UP PROVISION . Notwithstanding the foregoing, in determining the amount of Operating Expenses for the Building for any calendar year or portion thereof falling within the Lease Term, if less than ninety-five percent (95%) of the Rentable Area of the Building shall have been occupied by tenants at any time during the period in question, then those elements of Operating Expenses which vary based upon occupancy for such period shall be adjusted to equal the amount such elements of Operating Expenses would have been for such period had occupancy been ninety-five percent (95%) throughout such period.

(C) TENANT'S SHARE OF OPERATING EXPENSES .

(i) Commencing as of the Rent Commencement Date with respect to each Portion of the Premises and continuing thereafter throughout the Term of the Lease, as the same may be extended, Tenant shall, with respect to any calendar year falling within the Lease Term, or fraction of a calendar year falling within the Lease Term at the beginning or end thereof, pay to Landlord, as Additional Rent, Operating Expenses Allocable to such Portion of the Premises (as defined above). Except as otherwise provided in the immediately following paragraph, Tenant shall pay Operating Expenses Allocable to such Portion of the Premises to Landlord, as Additional Rent, on or before the thirtieth (30 th) day following receipt by Tenant of the statement referred to below in subpart (ii).

(ii) Estimated payments by Tenant on account of Tenant's responsibility for Operating Expenses Allocable to the Premises shall be made monthly at the time and in the fashion herein provided for the payment of Annual Fixed Rent. The amount so to be paid shall be an amount from time to time reasonably estimated by Landlord. Following the end of each calendar year, Landlord shall submit a statement (an " **Escalation Statement** ") showing (1) Operating Expenses Allocable to the Premises incurred during the preceding calendar year, and (2) the aggregate amount of Tenant's estimated payments during such year. If such statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Tenant shall deduct the net overpayment from its next monthly rental payment (or, if the Lease Term has expired, Landlord shall promptly reimburse to Tenant the amount of the overpayment). If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess within thirty (30) days following its receipt of Landlord's statement. Landlord's and Tenant's obligations to make the payments described in the foregoing sentences shall survive the expiration or termination of this Lease. The statement of Operating Expenses submitted by Landlord under this Section 6.2(C) shall become binding and conclusive if not contested by Tenant within ninety (90) days after it is rendered.

(D) When requested by Tenant and provided that such request is made in writing within one hundred twenty (120) days following the receipt by it of any Escalation Statement, Landlord shall: (i) furnish to Tenant such additional information as may be reasonably necessary for the verification of such Escalation Statement and of Landlord's calculation as set forth herein and; (ii) permit the pertinent records to be examined by Tenant or its appointed agent provided such auditors engaged by Tenant are not so engaged on a contingency basis. Tenant shall provide Landlord within thirty (30) days of receipt or preparation, with a copy of such audit report. Such examination shall be confidential and may not be disclosed to any individual or entity without the express written consent of Landlord, other than the Tenant's employees and professional advisors or except if required by Applicable Laws or in connection with any dispute related to this Lease. It is expressly understood that Landlord shall be under no duty to preserve any such records, or any data or material related thereto, for more than three (3) years after the end of each calendar year. If the aforesaid payments theretofore made for such period by Tenant exceed Operating Expenses Allocable to the Premises, such overpayment shall be credited against the next payments of Rent thereafter to be made by Tenant and, if such overpayments by Tenant were more than ten percent (10%) above Operating Expenses Allocable to the Premises, Landlord shall reimburse Tenant the reasonable cost of the audit; and if Operating Expenses Allocable to the Premises is greater than such payments theretofore made on account for such period, Tenant shall pay such deficiency to Landlord within thirty (30) days of demand therefor.

ARTICLE 7
LANDLORD'S REPAIRS AND SERVICES

7.1 REPAIRS. Except for (a) normal and reasonable wear and use and (b) damage caused by fire or casualty and by eminent domain (which shall be governed by the respective provisions of Sections 14.1 and 14.5 hereof), Landlord shall keep and maintain, or cause to be kept and maintained, (a) in good order, condition and repair consistent with standards for comparable buildings and (b) in compliance with Applicable Laws, the following portions of the Building: (i) the structural portions of the roof, roof membrane, the exterior and load bearing walls, the foundation, the structural columns and floor slabs and other structural elements of the Building, (ii) the mechanical, electrical, fire/life safety, central plant, building management system, plumbing, sprinkler, the common HVAC and security systems serving the Building, including all components thereof and related equipment, and (iii) the Common Areas, including the Building Amenities. Notwithstanding the foregoing, Tenant shall pay to Landlord the cost of (x) any and all such repairs which may be required as a result of repairs, alterations, or installations made by Tenant or any subtenant, assignee, licensee or concessionaire of Tenant or any agent, servant, employee or contractor of any of them (each, a " **Tenant Party** ") or (y) any loss, destruction or damage to the extent caused by the omission or negligence of Tenant or any Tenant Party.

7.2 WAIVER OF SUBROGATION APPLICABLE. The provisions of this Article 7 shall be subject to the waiver of subrogation contained in Section 13.4.

7.3 SERVICES.

(A) Landlord will provide: air-conditioning and heating during the seasons in which they are required; electrical service to the Premises; water and sewer; passenger and freight elevator service; loading dock; exterior window-cleaning service; and janitorial service. The normal hours of operation of the Building will be 8 a.m. to 6 p.m. on Monday through Friday (except Federal holidays) and 9 a.m. to 1 p.m. on Saturday (except Federal holidays) and such additional hours, if any, as Landlord from time to time reasonably determines. Electricity, elevator service and water/sewer will be available at all times. If Tenant requires air-conditioning or heat beyond the normal hours of operation, then Landlord will furnish the same, provided Tenant gives Landlord notice of such requirement by noon of the prior business day. Tenant shall pay for such extra service at Landlord's then-current rate for such extra service. Tenant shall have access to the Premises twenty-four (24) hours per day every day of the year. Except as otherwise specified herein, Landlord shall not be required to furnish services and utilities during hours other than the normal hours of operation of the Building

(B) The parties agree to comply with all mandatory energy or water conservation controls and requirements applicable to office buildings that are imposed or instituted by the Federal, state or local governments, including without limitation, controls on the permitted range of temperature settings in office buildings and requirements necessitating curtailment of the volume of energy or water consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance with such mandatory controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of the Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement of any rent payable hereunder. Landlord shall not have any liability to Tenant whatsoever as a result of Landlord's failure or inability to furnish any of the utilities or services to be furnished by Landlord hereunder, nor shall such failure or inability be considered an eviction, actual or constructive, of Tenant from the Premises. Should any of the Building equipment or machinery break down, or for any cause or reason cease to function properly, Landlord shall use all reasonable efforts to repair the same as soon as reasonable possible, but Tenant shall have no claim for abatement of rental or for any damages on account of any interruptions in service occasioned thereby or resulting therefrom; provided, however, that if such failure (i) is within Landlord's reasonable control to remedy, (ii) is continuous for five (5) business days, and (iii) renders the Premises untenantable, then rent shall, subject to Section 16.19(B), abate from the sixth (6 th) business day of such failure until the Premises are tenantable again.

(C) A " **Service Provider Default** " shall be defined as failure by the property management company, the security services contractor and/or the cleaning contractor retained by Landlord for the Building (each, a " **Service Provider** ") to consistently provide the applicable services contracted for with such provider in a manner consistent with how such services are provided at first-class office buildings in Cambridge, Massachusetts (the " **Service Provider Standard** "). From and after the Substantial Full Occupancy Commencement Date, and so long as Tenant continues to satisfy either of the Substantial Full Occupancy Conditions, in the event that Tenant believes that the Service Provider is failing to satisfy the Service Provider Standard, then Tenant shall give Landlord written notice thereof (the " **Service Provider Default Notice** "). The sixty (60) day period commencing as of the date Landlord receives the Service Provider Default Notice is referred to herein as the " **Service Provider Test Period** ." If Tenant does not believe that the Service Provider Standard with respect to the applicable Service Provider has been satisfied throughout the Service Provider Test Period, then Tenant may give Landlord another written notice (a " **Service Provider Termination Request** ") requesting that Landlord terminate its existing contract with the Service Provider with which Tenant has expressed dissatisfaction. If Landlord agrees that the Service Provider Standard has not been satisfied throughout the Service Provider Test Period, then Landlord shall, within sixty (60) days of Landlord's receipt of the Service Provider Termination Request, terminate the existing contract with the applicable Service Provider. If Landlord believes the Service Provider Standard has been satisfied throughout the Service Provider Test Period, then Landlord shall, within ten (10) days after Landlord's receipt of the Service Provider Termination Request, give Tenant written notice of its disagreement with such Service Provider Termination Request and such dispute shall be submitted to arbitration pursuant to Section 16.33 below. If the arbitrator determines that the Service Provider Standard has not been satisfied throughout the Service Provider Test Period, then Landlord shall terminate its existing contract with the applicable Service Provider within thirty (30) days after Landlord receives written notice of such determination. If the arbitrator determines that the Service Provider Standard has been satisfied by the Service Provider throughout the Service Provider Test Period, then Tenant's Service Provider Default Notice and Service Provider Termination Request shall each be void and without force or effect and Tenant shall have no right to submit another Service Provider Default Notice with respect to such Service Provider earlier than the date one (1) year after the arbitrator issues such determination. In the event that a Service Provider has been terminated pursuant to this Section 7.3, then Landlord shall promptly transition such terminated services to a new service provider, which new service provider shall be subject to Tenant's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

7.4 ELECTRICITY.

(A) If Tenant requires electric current for use in the Premises in excess of the per square foot wattage that Tenant currently uses in the Existing Premises as of the Execution Date and if in Landlord's reasonable judgment, (i) Landlord's facilities are inadequate for such excess requirements or (ii) such excess use shall result in an additional burden on the Building air conditioning system and additional cost to Landlord on account thereof then, as the case may be, (x) Landlord, at Tenant's sole cost and expense, will furnish and install such additional wire, conduits, feeders, switchboards and equipment as may be required to supply such additional requirements of Tenant, provided that the same shall be permitted by law and applicable insurance requirements and shall not cause damage to the Building or the Premises or cause or create a dangerous or hazardous condition, or (y) Tenant shall reimburse Landlord for such additional cost, as aforesaid.

(B) Tenant agrees that it will not make any material alteration or addition to the electrical equipment in the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld.

(C) Commencing as of the Commencement Date with respect to each Portion of the Premises, and continuing thereafter throughout the Term of the Lease, Landlord will furnish electricity to each Portion of the Premises through presently installed electrical facilities for Tenant's reasonable use for lighting, electrical appliances and equipment.

(D) On account of the electricity furnished to the Premises pursuant to Section 7.4(C), but subject to Section 6.2(A)(iii), Tenant shall pay, as Additional Rent, a sum (" **Electricity Rent** ") equal to $1.50 per rentable square foot of such Portion of the Premises per year, payable in equal monthly installments with Annual Fixed Rent, but in any event, beginning on the applicable Commencement Dates. Said Additional Rent shall be subject to proportionate increase(s), from time to time and at any time throughout the Term, to the extent that the rate charged to Landlord (without mark-up or administrative fee by Landlord except the management fee included in Operating Expenses for the Building) by the utility company providing electricity to the Building is increased. Tenant agrees that, at Landlord's sole option, an electrical consultant, selected by Landlord, may make periodic surveys of the electrical equipment in the Premises. In the event such survey(s) indicate that Tenant's use of electricity is greater than or less than $1.50 per rentable square foot, the electricity charge shall be adjusted accordingly.

(E) Upon the Substantial Full Occupancy Commencement Date, (i) the provisions of Section 7.4(D) above shall be null and void and of no further force and effect and (ii) Tenant shall pay Landlord, as Additional Rent and on a monthly basis, all electricity costs incurred by Landlord with respect to the Building and the Lot, excepting only those costs associated with furnishing electricity to any portions of the Building leased to other tenants including, in any event, Excluded Electricity Costs associated with such other third-party tenants (the " **Third-Party Electrical Costs** "). The Third-Party Electrical Costs shall be determined, at Landlord's option, either (a) by a submeter(s) installed by Landlord, at Landlord's cost, to measure the consumption of electricity in such portion(s) of the Building leased to other tenants or (b) Landlord's reasonable engineering estimate of such Third-Party Electrical Costs based on prior historical usage to the extent such historical information is available.

(F) In the event that separate meters or submeters measuring the electrical service to the Premises are required by any new law or change in law, Landlord shall be responsible to install such meters or submeters as part of Operating Expenses.

7.5 NO LIABILITY.

(A) Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of Landlord or its agents entering the Premises for any purposes in this Lease authorized, or for repairing the Premises or any portion of the Building however the necessity may occur. In case Landlord is prevented or delayed from making any repairs, or furnishing any services or performing any other obligation hereunder, by reason of any cause reasonably beyond Landlord's control, or for any cause due to any act or neglect of Tenant or any Tenant Party, Landlord shall not be liable to Tenant therefor, and except as expressly otherwise provided in this Lease, Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

(B) Landlord reserves the right to temporarily stop any service or utility system, in case of accident or emergency, or until necessary repairs have been completed. Landlord shall exercise reasonable diligence to restore such service or utility. Except in case of emergency, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason of such stoppage.

7.6 Notwithstanding anything contained herein to the contrary, if (i) the services to be provided by Landlord are interrupted for a period of more than seven (7) consecutive calendar days, (ii) such interruption is caused by the negligence, willful misconduct or default of Landlord or Landlord's agents, employees or contractors, and (iii) such interruption renders all or a substantial portion of the Premises untenantable, then Tenant shall be entitled to a pro rata abatement of the Rent for the period beginning on the eighth (8 th) consecutive calendar day that the foregoing conditions exist and continuing until the restoration of such services to the Premises.

ARTICLE 8
TENANT'S REPAIRS

8.1 TENANT'S REPAIRS AND MAINTENANCE. Tenant covenants and agrees that, from and after the Commencement Date with respect to each Portion of the Premises and until the end of the Lease Term, Tenant will keep neat and clean and maintain in good order, condition and repair such Portions of the Premises and every part thereof, excepting only for those repairs for which Landlord is responsible under the terms of Article 7 of this Lease and damage by fire or casualty and as a consequence of the exercise of the power of eminent domain. Tenant shall not permit or commit any waste, and, subject to the waiver set forth in Section 13.4, Tenant shall be responsible for the cost of repairs which may be made necessary by reason of damages to Common Areas in the Building or the Lot by Tenant, Tenant's agents, employees, contractors, subtenants, licensees, concessionaires or invitees. Tenant shall maintain all its equipment, furniture and furnishings in good order and repair. Notwithstanding anything in this Lease to the contrary, Tenant shall not be responsible to perform any alterations to the Premises to comply with applicable Laws unless such compliance is required due to the specific use of the Premises by Tenant or any alterations performed by Tenant to the Premises or the Common Areas.

If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and, except in the case of an emergency, if Tenant refuses or neglects to commence such repairs and complete the same within applicable notice and cure periods, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith on demand, pay to Landlord the cost thereof together with interest thereon at the Lease Interest Rate specified in Section 15.5, and if Tenant shall default in such payment, Landlord shall have the remedies provided for non-payment of rent or other charges payable hereunder.

ARTICLE 9
ALTERATIONS

9.1 TENANT'S EXISTING PREMISES WORK AND TENANT'S EXPANSION PREMISES WORK. All alterations, additions, improvements or other changes (collectively " **Alterations** ") in or to the Premises or elsewhere in the Building, including, without limitation, Tenant's Existing Premises Work and Tenant's Expansion Premises Work, shall be accomplished in accordance with the provisions of the Lease, including, without limitation, Exhibit 4.1 .

9.2 RIGHT TO MAKE ALTERATIONS. Tenant shall not make or permit any Tenant Party to make any Alterations in or to the Premises without Landlord's prior written consent. However, provided that Tenant provides Landlord at least five (5) business days' prior written notice of such Alterations, Landlord's consent shall not be required with respect to the following Alterations: (i) any interior cosmetic or decorative Alteration (such as the installation of paint or wall coverings) or (ii) other non-structural alterations which (a) do not affect the functioning of the Building's mechanical, electrical, plumbing or HVAC systems, (b) are not readily visible from the exterior of the Premises and (c) cost less than $250,000.00 in the aggregate in any one instance. Landlord's consent shall not be unreasonably withheld, conditioned or delayed with respect to any proposed Alteration that (x) does not affect the structure of the Building, (y) does not affect the functioning of the Building's mechanical, electrical, plumbing or HVAC systems, and (z) is not readily visible from the exterior of the Premises. Any Alteration made by Tenant shall be made in a good and workmanlike manner by an experienced, reputable contractor reasonably approved by Landlord, in accordance with plans and specifications approved in writing by Landlord (which approval will not be unreasonably withheld, conditioned or delayed), and in accordance with all applicable legal requirements and requirements of any insurance company insuring the Building. Unless required by law, Tenant will not be required to use union labor or union contractors for the performance of any initial Tenant's Work to the Premises pursuant to Exhibit 4.1 or for any of Tenant's initial improvements to the Put Premises unless required by law; however, subject to Section 1C of Exhibit 4.1 , Tenant shall cause all labor engaged by Tenant or any person claiming through or under Tenant to work in harmony with any labor engaged by Landlord or any other tenant or occupant of the Building (including, without limitation, any permitted subtenants and successors of such tenants) under leases executed prior to the Execution Date. Notwithstanding anything in this Lease to the contrary, if any mechanic's or materialman's lien (or a petition to establish such lien) is filed in connection with any Alteration for which Tenant is responsible, then such lien (or petition) shall be discharged by Tenant at Tenant's expense within ten (10) days thereafter by the payment thereof or the filing of a bond acceptable to Landlord. If Tenant shall fail to discharge any such mechanic's or materialman's lien, Landlord may, at its option, discharge such lien and treat the cost thereof (including reasonable attorneys' fees incurred in connection therewith) as Additional Rent payable with the next monthly installment of Annual Fixed Rent falling due. Landlord's consent to the making of any Alteration shall not be deemed to constitute Landlord's consent to subject its interest in the Premises, the Building or the Lot to any mechanic's or materialman's lien which may be filed in connection therewith. As set forth in Section 3A of Exhibit 4.1 , Landlord shall receive a Construction Management Fee with respect to any Project, as defined in Section 3A of Exhibit 4.1 , and Tenant shall also reimburse Landlord for any reasonable third party fees (e.g., the cost of reviewing Tenant's plans by a structural engineer, MEP engineer and/or security consultant, if Landlord reasonably deems that such review is necessary) incurred to review Tenant's plans for any Project (" **Third Party Review Fees** "). In addition, with respect to any other Alterations made by Tenant: (1) Landlord shall, subject to the next following sentence, receive a construction management fee (the " **Construction Management Fee** ") equal to one percent (1%) of the sum of (i) Hard Costs plus (ii) any architectural, engineering and designs costs incurred with respect to such Alterations, and (2) Tenant shall also reimburse Landlord for any Third Party Review Fees incurred by Landlord in connection with such Alterations. Notwithstanding the foregoing, the amount of Construction Management Fee with respect to the Existing Premises Project (as such term is defined in Section 3(A) of Exhibit 4.1) shall be reduced by $4,308.12.

9.3 REMOVAL. All Alterations to the Premises shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Lease Term. However, (i) Tenant shall have the right to remove, prior to the expiration or earlier termination of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises at Tenant's expense, and (ii) Tenant shall be required to remove all Above-standard Alterations (as hereinafter defined) to the Premises or the Building which Landlord designates in writing for removal; provided, however, that Landlord agrees, upon receipt of a written request from Tenant, to specify whether the Alterations shown on the plans constitute Above-standard Alterations which Tenant will be required to remove at the expiration or earlier termination of the Term, including the original alterations referenced in Exhibit 4.1 hereof. Notwithstanding anything in this Lease or otherwise to the contrary, Landlord covenants and agrees that in no event will Tenant be required to remove any tel/data cabling now or hereafter installed in the Premises or the Building (including the Common Areas and tel/data cabling or other installations). Tenant shall not have any obligation to remove any alterations or improvements in the Premises as of the Lease Commencement Date. For purposes hereof, " **Above-standard Alterations** " shall mean Alterations which are unusual or extraordinary for normal office and administrative usage in the Cambridge market area and are, in Landlord's reasonable judgment, materially more expensive to remove and restore than standard office improvements. Landlord shall have the right to repair at Tenant's expense all damage and injury to the Premises or the Building caused by such removal or to require Tenant to do the same. If any such designated Alterations, furniture, furnishing or equipment is not removed by Tenant prior to the expiration or earlier termination of the Lease Term, then the same shall become Landlord's property and shall be surrendered with the Premises as a part thereof, provided, however, that Landlord shall have the right to remove from the Premises at Tenant's expense such furniture, furnishing or equipment and any Alteration which Landlord designates in writing for removal. Notwithstanding the foregoing, Tenant, upon submitting its request to make any Alteration, shall have the right to request therein that Landlord specify whether and to what extent Landlord will require Tenant to remove the Alterations in question at the end of the Term. If Tenant submits its request for such information in accordance with the foregoing provision and Landlord consents to the Alterations requested, Landlord shall, together with its consent, specify in writing whether and to what extent it will require Tenant to remove the Above-standard Alterations in question at the end of the Term, and if Landlord fails to specify, Tenant shall have no further obligation to remove the Alterations which were subject of Tenant's request.

9.4 HEAVY EQUIPMENT. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment and fixtures, which, if considered necessary by the Landlord, shall be installed in such manner as Landlord directs in order to distribute their weight adequately. Any damage to the Premises or the Building caused by moving the property of Tenant into or out of the Premises shall be repaired at Tenant's cost.

9.5 INCREASE IN TAXES. Tenant shall pay one hundred percent (100%) of any increase in Real Estate Taxes on the Building which shall, at any time after the Commencement Date, result from Above-standard Alterations to the Premises made by Tenant, if the taxing authority specifically determines such increase results from such alterations, additions or improvements made by Tenant. The provisions of this Section 9.5 shall apply, notwithstanding the provisions of Section 6.1(D). However, any amount paid by Tenant pursuant to this Section 9.5 for any Tax Year shall be excluded from Landlord's Tax Expenses for such Tax Year.

ARTICLE 10
PARKING

10.1 PARKING PERMITS. Commencing as of the Lease Commencement Date, and continuing throughout the Lease Term, Tenant shall have the right to rent and Landlord shall be obligated to provide monthly parking permits (the " **Parking Permits** ") for unreserved parking spaces in the City of Cambridge Garage located on Thorndike Street, Cambridge (the " **Garage** ") as provided in this Article 10. Tenant shall have the right, on at least sixty (60) days' advance written notice, to adjust the number of Parking Permits it uses on a month-to-month basis in an amount not to exceed Tenant's Maximum Parking Requirement (defined below), provided that Tenant shall at all times during the Lease Term use at least Tenant's then applicable Minimum Parking Requirement (defined below).

10.2 MAXIMUM AND MINIMUM PARKING REQUIREMENTS

(A) Tenant's Maximum Parking Requirement . " **Tenant's Maximum Parking Requirement** " shall mean the maximum amount of Parking Permits that Landlord will be required to make available to Tenant. Effective as of the Lease Commencement Date, Tenant's Maximum Parking Requirement shall be 154 Parking Permits (based on the Premises containing 111,954 rentable square feet). Effective as of the Commencement Dates for the Delayed Portion of the Existing Premises, each Portion of the Expansion Premises, and each Portion of the Put Premises (if applicable), Tenant's Maximum Parking Requirement shall increase in an amount equal to 0.9 Parking Permits per 1,000 rentable square feet of: (i) the Delayed Portion of the Existing Premises, (ii) each Portion of the Expansion Premises demised to Tenant, and (iii) each Portion of the Put Premises demised to Tenant other than the Basement Put Premises. For example, effective as of the Phase I Premises Commencement Date, Tenant's Maximum Parking Requirement shall increase to 162 Parking Permits. Notwithstanding the immediately foregoing sentence, effective as of the 100% Lease Date and so long as Tenant continues to satisfy the 100% Lease Test, then Tenant's Maximum Parking Requirement shall be 250 Parking Permits, the parties hereby agreeing that in no event shall Tenant's Maximum Parking Requirement exceed 250 Parking Permits.

(B) Tenant's Minimum Parking Requirement . " **Tenant's Minimum Parking Requirement** " shall mean the minimum amount of Parking Permits that Tenant must maintain and pay the Parking Charge for throughout the Lease Term. Effective as of the Lease Commencement Date, Tenant's Minimum Parking Requirement shall be 109 Parking Permits (based on the Premises containing 111,954 rentable square feet). Effective as of the Commencement Dates for the Delayed Portion of the Existing Premises, each Portion of the Expansion Premises, and each Portion of the Put Premises (if applicable), Tenant's Minimum Parking Requirement shall increase in an amount equal to 0.9 Parking Permits per 1,000 rentable square feet of: (i) the Delayed Portion of the Existing Premises, (ii) each Portion of the Expansion Premises demised to Tenant, and (iii) each Portion of the Put Premises demised to Tenant other than the Basement Put Premises. For example, effective as of the Phase I Premises Rent Commencement Date, Tenant's Minimum Parking Requirement shall increase to 117 Parking Permits. In the event that Tenant leases the entirety of the Initially-Contemplated Premises (but none of the Put Premises), then Tenant's Minimum Parking Requirement shall be 176 Parking Permits. Effective as of the 100% Lease Date and so long as Tenant continues to lease the entirety of the Building (i.e., the Initially-Contemplated Premises and the Put Premises), then Tenant's Minimum Parking Requirement would be 202 Parking Permits.

(C) PARKING CHARGES . Commencing as of the Lease Commencement Date, and continuing thereafter throughout the Term of the Lease, Tenant shall pay for the Parking Permits subscribed for by Tenant from time to time at the prevailing monthly rates from time to time charged to Landlord under the Garage License (the " **Monthly Parking Charge** "). Such Monthly Parking Charge shall constitute Additional Rent and shall be payable monthly as directed by Landlord upon billing therefor by Landlord. Tenant acknowledges that the Monthly Parking Charge to be paid under this Section is for the use by the Tenant of the Parking Permits referred to herein, and not for any other service.

10.3 GARAGE LICENSE. Tenant acknowledges that Landlord does not own or control the Garage, but rather leases spaces therein pursuant to a long-term license agreement with the City of Cambridge (the " **Garage License** "). Tenant acknowledges that Tenant's parking privileges as described in this Article 10 in the Garage are a sublicense of Landlord's rights under the Garage License, and are subject and subordinate in all respects to the Garage License. Landlord shall, if necessary, timely send any notice that may be required under the Garage License to obtain the additional 75 parking spaces allotted to the Building under the Garage License. Landlord agrees (" **Landlord's Parking Covenant** ") (i) to comply with its obligations under the Garage License (ii) not to consent to a termination of the Garage License and (iii) to timely exercise any remaining options to renew the term of the Garage License. In the event that the Garage License is terminated or expires as the result of a breach of Landlord's Parking Covenant, then, and as Tenant's sole remedy, both in law and in equity, Landlord shall either (a) secure and provide to Tenant during the remainder of the Term of the Lease (as it may be extended), alternate parking spaces located no further than one-half (1/2) mile from the Building (in which event, the cost to Tenant of such alternate parking spaces shall not exceed the amount of Monthly Parking Charges which would have been payable by Tenant but for the termination of the Garage License), or (b) in the event Tenant secures its own replacement parking spaces, reimburse Tenant, during the remainder of the Term of the Lease (as it may be extended), the amount (if any) by which the cost of such replacement parking spaces exceeds Monthly Parking Charges which would have been payable by Tenant but for the termination of the Garage License. As set forth in Section 16.19(B), Landlord's Self-Help Default (as defined below) shall include any defaults of Landlord under the Garage License after the giving of any applicable notice and the expiration of any applicable cure periods as provided in the Garage License.

10.4 GARAGE OPERATION. Unless otherwise determined by Landlord or the operator of the Garage (the " **Garage Operator** "), the Garage is to be operated either on an attendant-managed basis, whereupon Tenant shall be obligated to cooperate with such attendants in parking and removing its automobiles, or on a self-park basis, whereupon Tenant shall be obligated to park and remove its own automobiles, or a combination of both. In any case, Tenant's parking shall be on an unreserved basis, Tenant having the right to park in any available stalls. Tenant's access and use privileges with respect to the Garage shall be in accordance with rules and regulations from time to time established by Landlord or the Garage Operator. Tenant shall only permit Tenant's employees to use the Parking Permits. Tenant shall receive one (1) identification sticker or pass and one (1) magnetic card, or other suitable device providing access to the Garage, for each Parking Permit paid for by Tenant. Tenant shall supply Landlord with an identification roster listing, for each identification sticker or pass, the name of the employee and the make, color and registration number of the vehicle to which it has been assigned, and shall provide a revised roster to Landlord monthly indicating changes thereto. The Parking Permits granted herein are non-transferable (other than to an assignee or subtenant permitted or consented to pursuant to the applicable provisions of Article 11 hereof). Landlord shall not take any actions or consent to any alterations to the Garage that would adversely affect or reduce Tenant's parking rights under this Article 10. Notwithstanding the immediately preceding sentence, Landlord shall not be liable for any alterations made to the Garage by the City of Cambridge.

10.5 LIMITATIONS. Neither the Landlord nor Garage Operator shall have any liability whatsoever for loss or damage to any automobile or to any personal property therein due to fire or theft or any other cause, except to the extent of their gross negligence or willful acts. Tenant agrees, upon Landlord's request from time to time, to notify its officers, employees and agents then using any of the parking permits provided for in this Lease, of such limitation of liability. Tenant further acknowledges and agrees that a license only is hereby granted, and no bailment is intended or shall be created.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

11.1 RESTRICTIONS ON TRANSFER. Tenant shall not assign or transfer this Lease or any of Tenant's rights or obligations hereunder, or sublet or permit anyone to occupy the Premises or any part thereof, without Landlord's prior written consent. Subject to the provisions of Sections 11.2 through 11.7 below, Landlord's consent shall not be unreasonably withheld, conditioned or delayed, provided the proposed assignee or subtenant (i) is compatible with the quality and stature of the Building and its tenants (provided that the restriction in this clause (i) shall not apply from and after the Substantial Full Occupancy Commencement Date), (ii) will use the Premises only for the Permitted Use, and (iii) in the reasonable judgment of Landlord, has the financial capability to undertake and perform its obligations under this Lease or under the sublease. Subject to Section 11.2, no assignment or transfer of this Lease may be effected by operation of law or otherwise without Landlord's prior written consent, which may not be unreasonably withheld, conditioned or delayed. Landlord's acceptance or collection of rent from any assignee, subtenant or occupant shall not be construed as a consent to or acceptance of such assignee, subtenant or occupant as a tenant. Landlord's consent to any assignment, subletting or occupancy, or Landlord's acceptance or collection of rent from any assignee, subtenant or occupant, shall not be construed (a) as a waiver or release of Tenant from liability for the performance of any obligation to be performed under this Lease by Tenant or (b) as relieving Tenant or any assignee, subtenant or occupant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment, subletting or occupancy.

Upon and during the continuance of an Event of Default of Tenant under this Lease, Tenant authorizes each such subtenant or occupant to pay such rent directly to Landlord if such subtenant or occupant receives written notice from Landlord stating that an Event of Default exists under this Lease and specifying that such rent shall be paid directly to Landlord. Any such payments made by any subtenant or occupant shall be credited against the monthly amounts owed by Tenant under this Lease. Each sublease shall provide that, at Landlord's election, the subtenant agrees to attorn to Landlord or enter into a direct lease with Landlord on the same terms as the sublease in the event this Lease is terminated by reason of an Event of Default by Tenant. Tenant shall not mortgage this Lease without Landlord's consent, which consent may be granted or withheld in Landlord's sole discretion. All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any subtenant, assignee or occupant of Tenant, and Tenant shall cause such persons to comply with all such restrictions and obligations.

Subject to Section 11.2, if Tenant is a partnership, then any dissolution of Tenant or a withdrawal or change, whether voluntary, involuntary, or by operation of law, of partners owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease. If Tenant is a corporation, then any dissolution, merger, consolidation or other reorganization of Tenant, or any sale or transfer of a controlling interest in the capital stock of Tenant, shall be deemed a voluntary assignment of this Lease. Notwithstanding the foregoing, the transfer (by operation of law or otherwise) of the outstanding capital stock of Tenant or other interests in Tenant by persons or parties through the "over the counter market" or through any recognized stock exchange, shall not be deemed an assignment of this Lease.

11.2 EXCEPTIONS. Notwithstanding the foregoing provisions of Section 11.1, Tenant shall have the right, without Landlord's consent, to assign this Lease or to sublet the Premises (in whole or in part) to (i) any " **Tenant Affiliate** " (meaning thereby any controlling entity of Tenant or any entity controlled by Tenant or any entity under common control with Tenant) or (ii) any entity into which Tenant may be converted or with which it may merge, or to any entity purchasing a controlling interest in Tenant's stock other ownership interests or purchasing all or substantially all of Tenant's assets (each, a " **Permitted Tenant Successor** "), provided that in the case of a Permitted Tenant Successor (but not with respect to a Tenant Affiliate), the Permitted Tenant Successor has a net worth which is the same or better than the net worth of Tenant immediately prior to the transfer. Subleases and assignments to Tenant Affiliates complying with the provisions

of this Section 11.2 and assignments (“ **Permitted Tenant Successor Assignments** ”) to Permitted Tenant Successors complying with the provisions of this Section 11.2 are referred to collectively herein as “ **Permitted Transfers** ”. Tenant shall give Landlord at least five (5) business days’ prior written notice of any Permitted Transfer, except that, with respect to any Permitted Tenant Successor Assignment, such prior notice shall not be required if such prior notice is either prohibited by law or the terms of a confidentiality agreement between Tenant and such Permitted Tenant Successor, in which event Tenant shall provide written notice to Landlord of such assignment of such Permitted Tenant Successor Assignment as soon as reasonably practicable, but in any event, no later than ten (10) days after the occurrence of such Permitted Tenant Successor Assignment. If any Tenant Affiliate to which this Lease is assigned or the Premises sublet (in whole or in part) shall cease to be such a Tenant Affiliate, and if such cessation was contemplated at the time of the assignment or subletting, such cessation shall be considered an assignment or subletting requiring Landlord’s consent.

11.3 LANDLORD’S RECAPTURE RIGHTS.

(1) Except with respect to (i) transfers permitted pursuant to Section 11.2, and (ii) any Exempt from Recapture Subleases, as hereinafter defined, in the event Tenant desires to assign this Lease or to sublet the whole or any part of the Premises Tenant shall, at any time the Recapture Condition exists, give Landlord a Recapture Offer, which Recapture Offer, at Tenant’s option, may be given to Landlord prior to advertising or marketing the Premises or any part thereof.

(2) For the purposes hereof a “ **Recapture Offer** ” shall be defined as a notice from Tenant to Landlord which:

(a) States that Tenant desires to sublet the Premises, or a portion thereof, or to assign its interest in this Lease.

(b) Identifies the affected portion of the Premises (“ **Recapture Premises** ”).

(c) Identifies the rental rate of the proposed subletting or assignment.

(d) Offers to Landlord the option to terminate the Lease in respect of the Recapture Premises (in the case of a proposed assignment of Tenant’s interest in the Lease or a subletting for the remainder of the Term of the Lease) or to suspend the Lease Term in respect of the Recapture Period (meaning that the Lease Term in respect of the Recapture Premises shall be terminated during the Recapture Period, and Tenant’s rental obligations shall be proportionately reduced, and at the expiration of the Recapture Period the Recapture Premises will be returned to Tenant under the terms of the Lease), in either case as of a specified date (the “ **Release Date** ”).

(3) The “ **Recapture Condition** ” shall be either (i) that more than twenty-five percent (25%) of the Rentable Area of the Premises has been subleased for all or substantially all of the remaining Lease Term (exclusive of any Permitted Transfers or any subleases of the Basement Storage Premises and the Basement Put Premises) or (ii) that Tenant is then Occupying less than fifty-four percent (54%) of the Rentable Area of the Building.

(4) For the purposes hereof, “ **Exempt from Recapture Subleases** ” shall be defined as Short-Term Phase II Premises A and Phase III Premises Subleases (as hereinafter defined), (b) the Existing Tenant Put Premises C Sublease (as hereinafter defined), and (c) any sublease of the Basement Put Premises, or any portion thereof.

(a) *Short Term Phase II Premises A and Phase III Premises Subleases* . " **Short-Term Phase II Premises A and Phase III Premises Subleases** " shall be defined as any subleases entered into by Tenant with respect to (1) Phase II Premises A (or any portion thereof) that have a term expiring no later than five (5) years after the Phase II Premises A Rent Commencement Date or (2) with respect to the Phase III Premises (or any portion thereof) that have a term expiring no later than five (5) years after the Phase III Premises Rent Commencement Date.

(b) *Existing Tenant Put Premises C Sublease* . The " **Existing Tenant Put Premises C Sublease** " shall occur only if Landlord enters into a Put Premises Termination Agreement with respect to the existing tenant of Put Premises C (i.e., Nature Publishing Group), in which event, the Existing Tenant Put Premises C Sublease shall be defined as an initial sublease of Put Premises C entered into between Tenant and Nature Publishing Group (or its permitted successors or assigns) for a term commencing immediately after the termination of Landlord's lease with Nature Publishing Group (or its permitted successors or assigns).

(5) Landlord shall have forty-five (45) days (the " **Acceptance Period** ") from Landlord's receipt of the Recapture Offer to accept it, in which case all obligations of Tenant to Landlord under the Lease with respect to the Recapture Premises for the Recapture Period shall cease and terminate and, if applicable, Landlord shall be obligated to physically separate the Recapture Premises from the remainder of the Premises at its expense; provided, however, that if Tenant desires to keep the Recapture Premises rather than allow Landlord to recapture same, Tenant may do so by written notice to Landlord given no more than seven (7) days after Tenant's receipt of Landlord's acceptance of the Recapture Offer (time being of the essence thereof). In the event that Landlord shall not exercise its termination or suspension rights as aforesaid, or shall fail to give any timely notice pursuant to this Section, the provisions of Sections 11.4 -11.7 shall be applicable. This Section 11.3 shall not be applicable to an assignment or sublease pursuant to Section 11.2.

11.4 CONSENT OF LANDLORD. In the event that Landlord shall not have exercised the termination or suspension right as set forth in Section 11.3; then for a period of one hundred twenty (120) days after the earlier of (i) the receipt of Landlord's notice stating that Landlord does not elect the termination or suspension right or (ii) the expiration of the Acceptance Period, Tenant shall have the right to assign this Lease or sublet the portion of the Premises designated in the Recapture Offer, provided that, in each instance, Tenant first obtains the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord shall respond in writing to any request for Landlord's consent to a proposed assignment or sublease on or before the date thirty (30) days after Landlord receives Tenant's written request therefor, together with a complete Proposed Transfer Notice with respect to such proposed assignment or sublease as defined in Section 11.5. Without limiting the foregoing, Landlord shall not be deemed to be unreasonably withholding its consent to such a proposed assignment or subleasing if:

(a) the proposed assignee or subtenant is a tenant in the Building or is (or within the previous sixty (60) days has been) in active negotiation with Landlord for premises in the Building or is not of a character consistent with the operation of a first-class office building (by way of example Landlord shall not be deemed to be unreasonably withholding its consent to an assignment or subleasing to any governmental or quasi-governmental agency), or

(b) the proposed assignee or subtenant is not of good character and reputation, or

(c) the proposed assignee or subtenant does not possess adequate financial capability to perform the Tenant obligations as and when due or required, or

(d) the assignee or subtenant proposes to use the Premises (or part thereof) for a purpose other than the Permitted Use, or

(e) the character of the business to be conducted or the proposed use of the Premises by the proposed subtenant or assignee shall be likely to increase the burden on elevators or other Building systems or equipment over the burden prior to such proposed subletting or assignment, or

(f) there shall exist a monetary or material non-monetary Event of Default.

This Section 11.4 shall not be applicable to an assignment or sublease pursuant to Section 11.2.

11.5 TENANT'S NOTICE. Tenant shall give Landlord notice of any proposed sublease or assignment (" **Proposed Transfer Notice** "), and said notice shall specify the provisions of the proposed assignment or subletting, including (a) the name and address of the proposed assignee or subtenant, (b) in the case of a proposed assignment or subletting subject to the provisions of Section 11.4, the information necessary for Landlord to make the determinations set forth in such Section, (c) all of the terms and provisions upon which the proposed assignment or subletting is to be made, and (d) in the case of a proposed assignment or subletting pursuant to Section 11.2 above, such information as may be reasonably required by Landlord to determine that such proposed assignment or subletting complies with the requirements of Section 11.2.

If Landlord shall consent to the proposed assignment or subletting, then Tenant may thereafter sublease the whole or any part of the Premises or assign pursuant to the Proposed Transfer Notice; provided, however, that if such assignment or sublease shall not be executed and delivered to Landlord within ninety (90) days after the date of Landlord's consent, the consent shall be deemed null and void and the provisions of Section 11.3 shall again be applicable.

11.6 PROFIT ON SUBLEASING OR ASSIGNMENT. If any sublease, assignment or other transfer (whether by operation of law or otherwise) provides that the subtenant, assignee or other transferee is to pay any amount in excess of the sum of (i) the rent and other charges due under this Lease and (ii) the reasonable out-of-pocket costs incurred by Tenant in connection with the assignment or sublease transaction (which costs shall be amortized on a straight-line basis over the term of the assignment or sublease), then whether such excess is in the form of an increased monthly or annual rental, a lump sum payment, payment at an above-market rate for the sale, transfer or lease of Tenant's fixtures, leasehold improvements, furniture and other personal property, or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro rata basis), Tenant shall pay fifty percent (50%) of any such excess to Landlord as Additional Rent (after first deducting reasonable legal fees, construction costs, tenant improvement allowances, marketing costs, brokerage fees, and architectural and engineering costs incurred by Tenant in order to effect such assignment or sublease) no later than ten (10) days after Tenant's receipt thereof. Upon at least thirty (30) days' prior notice to Tenant, Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease, assignment or other transfer. Any instrument of sublease, assignment or other transfer shall be subject to Landlord's reasonable approval.

11.7 ADDITIONAL CONDITIONS.

(A) No assignment or subletting under this Article 11 shall be valid unless both Tenant and the assignee or subtenant agree directly with Landlord to be bound by all the obligations of the Tenant hereunder (including, without limitation, the obligation to pay the Annual Fixed Rent and Additional Rent and to comply with the provisions of this Article 11). Such agreement shall be in form reasonably satisfactory to Landlord. No such assignment or subletting shall relieve the Tenant named herein of any of its obligations under this Lease. The provisions hereof shall not constitute a recognition of the assignment or the assignee thereunder or the sublease or the subtenant thereunder, as the case may be, and at Landlord's option, upon the termination of the Lease, the assignment or sublease shall be terminated.

(B) Tenant shall promptly reimburse Landlord for the reasonable expenses (including reasonable attorneys' fees) incurred by Landlord in connection with Tenant's request for Landlord to give its consent to any assignment, subletting or occupancy.

(C) No assignment or subletting under any of the provisions of Sections 11.2 or 11.4 shall in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

ARTICLE 12
LIABILITY OF LANDLORD AND TENANT

12.1 LANDLORD LIABILITY. Except in the case of the negligence or willful misconduct of Landlord and the extent permitted by Applicable Laws, Landlord shall not be liable to Tenant for any damage, injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any of the following: repair to any portion of the Premises or the Building; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewerage or plumbing equipment or apparatus; termination of this Lease by reason of damage to the Premises or the Building; fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any other tenant of the Building or of any other person or entity; failure or inability of Landlord to furnish any utility or service specified in this Lease; and leakage in any part of the Premises or the Building, or from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Premises or the Building. Any property stored or placed by Tenant or Tenant Parties in or about the Premises or the Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. Notwithstanding the foregoing provisions of this Section or any other Section of this Lease and subject to the terms of Section 13.4, Landlord shall not be released from liability to Tenant for any damage to the extent caused by Landlord's willful misconduct or negligence.

12.2 INDEMNITIES.

(A) Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered by or claimed against Landlord, directly or indirectly, based on or arising out of (a) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein, (b) any negligent or wrongful act or omission of Tenant or any Tenant Party, (c) any breach of Tenant's obligations under this Lease, including failure to surrender the Premises upon the expiration or earlier termination of the Lease Term, or (d) any entry by Tenant or any Tenant Party upon the Lot prior to the Commencement Date, except in the case of (a), (c) and (d) to the extent caused by the negligent or wrongful act or omission of Landlord, its agents or employees. In the event Landlord and/or its managing agent shall, without fault on their part, be made a party(ies) to any litigation commenced by or against Tenant (other than a suit commenced by one party to this Lease against the other), then Tenant shall protect and hold them harmless, and shall pay all reasonable costs and expenses and reasonable attorneys' fees incurred or paid by Landlord and/or its managing agent in connection with such litigation.

(B) Landlord shall indemnify and hold Tenant, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered by or claimed against Tenant, directly or indirectly, based on or arising out of any negligent or wrongful act or omission of Landlord or its agents, vendors, contractors or employees. In the event Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord (other than a suit commenced by one party to this Lease against the other), then Landlord shall protect and hold them harmless, and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation.

12.3 SUCCESSOR LANDLORD. If any landlord hereunder transfers the Building or such landlord's interest therein, then such landlord shall not be liable for any obligation or liability based on or arising out of any event or condition occurring on or after such transfer.

12.4 NO OFFSET. Except for Tenant's express offset amounts set forth in Section 16.19(B) and Section 3(B) of Exhibit 4.1, Tenant shall not have the right to offset or deduct the amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord. Nothing in this Section 12.4 is intended to affect or limit Tenant's rights under Section 7.3(B), Section 16.19(B), or Section 3(B) of Exhibit 4.1 .

12.5 NO PERSONAL LIABILITY. If Tenant is awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against Landlord's estate and interest in the Building and the Lot. No other asset of Landlord, any partner of Landlord or any other person or entity shall be available to satisfy, or be subject to, such judgment, nor shall any such partner, person or entity be held to have personal liability for satisfaction of any claim or judgment against Landlord or any partner of Landlord.

12.6 WAIVER OF CONSEQUENTIAL DAMAGES

(A) In no event shall Landlord ever be liable to Tenant for any loss of business, loss of profits or the like or any other indirect, punitive or consequential damages suffered by Tenant from whatever cause.

(B) In no event shall Tenant ever be liable to Landlord for any loss of business, loss of profits or the like or any other indirect, punitive or consequential damages suffered by Landlord from whatever cause, except that nothing herein shall relieve Tenant from any liability or obligation which Tenant may have in the event of any breach by Tenant of its obligations under Section 16.20 and the third sentence of Section 4.1.

ARTICLE 13
INSURANCE

13.1 TENANT'S LIABILITY INSURANCE. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term (and thereafter, so long as Tenant is in occupancy of any part of the Premises), a policy of commercial general liability insurance written on an occurrence basis with a form comprehensive liability endorsement under which Tenant is named as insured and Landlord and Landlord's managing agent (and such other persons as are designated by Landlord from time to time) are named as additional insured parties, and under which the insurer agrees to indemnify and hold said additional insured parties harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 12.1. Tenant shall give Landlord written notice of any cancellation or material modification of such insurance within five (5) days after Tenant becomes aware of the same. As of the Commencement Date hereof, the minimum limits of liability of such insurance shall be $5,000,000.00 combined single limit (which may be satisfied through a combination of primary and excess/umbrella insurance), and from time to time during the Lease Term Landlord can require higher limits, if they are carried customarily in the greater Boston area with respect to similar properties. All insurance required to be maintained by Tenant pursuant to this Lease shall be maintained with responsible companies qualified to do business, and in good standing, in Massachusetts and which have a rating of at least "A-" and are within a financial size category of not less than "Class VIII" in the most current Best's Key Rating Guide (or another rating reasonably selected by Landlord if such Guide is no longer published).

13.2 TENANT'S PROPERTY INSURANCE. Tenant, at Tenant's expense, shall maintain at all times during the Term of the Lease property insurance covering property damage and business interruption. Covered property shall include tenant improvements in the Premises, office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises. Such insurance shall, with respect only to tenant improvements, name Landlord, and any mortgagees designated by Landlord, as additional loss payees as their interests may appear. Such insurance shall be written on an "all risk" of physical loss or damage basis including but not limited to the perils of fire, extended coverage, windstorm, vandalism, malicious mischief, sprinkler leakage, flood and earthquake, for the full replacement cost value of the covered items and in amounts that meet any co-insurance clause of the policies of insurance with a deductible amount not to exceed $5,000.

13.3 TENANT'S WORKERS COMPENSATION INSURANCE. Tenant, at Tenant's expense, shall maintain at all times during the Term of the Lease Workers' Compensation Insurance with statutory benefits and Employers Liability Insurance with the following amounts: Each Accident: $500,000; Disease: Policy Limit - $500,000; Disease: Each Employee - $500,000.

13.4 NON-SUBROGATION. Any property insurance carried by either party with respect to the Premises, the Building or any property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provisions of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss due to hazards (i) covered by such property insurance, or (ii) which would have been covered by property insurance required to be carried by such party under this Lease but not in fact so carried. Without limitation, this waiver of rights by Tenant shall apply to, and be for the benefit of, Landlord's managing agent.

13.5 LANDLORD'S INSURANCE. Landlord shall procure and maintain the following (1) "All Risk" Property Damage Insurance on the Building and the Property in an amount equal to at least 100% of the replacement value of the Building (and sufficient to avoid any coinsurance) and with the Special Cause of Loss Form, which insurance shall contain a waiver of subrogation by the insurance company; provided, however, that Landlord shall not be obligated to insure any furniture, fixtures, and equipment which Tenant may keep or maintain in the Premises or any

alteration, or improvement which Tenant may make upon the Premises, and (2) Commercial General Liability insurance, which shall be in addition to, and not in lieu of, the commercial general liability insurance required to be maintained by Tenant. Such coverage shall be in such amounts, from such companies, and on such other terms and conditions, as Landlord may from time to time reasonably determine; provided, however, that in all cases such determination shall be consistent with the insurance programs maintained by other prudent landlords of first-class office buildings in Boston, Massachusetts. Landlord may elect to secure and maintain any other insurance coverage with respect to the Building and the Property that Landlord deems necessary or desirable.

13.6 HOST LIQUOR LIABILITY INSURANCE. Provided that Tenant (i) complies with all state, municipal and other governmental Applicable Laws with respect to the serving of liquor, beer, wine, and all other alcoholic beverages (collectively, " **Alcoholic Beverages** "), and (ii) complies with applicable provisions of this Lease, Landlord agrees that Tenant shall have the right to serve Alcoholic Beverages from time to time to Tenant's age-appropriate employees and guests for consumption within the Premises or in any Building Amenity being reserved for private use by Tenant, subject to and in accordance with all applicable provisions of the Lease and all Applicable Laws. In the event that at any time during the Term of this Lease or any extension or renewal thereof, Alcoholic Beverages are served upon or from the Premises or in any Building Amenity being reserved for private use by Tenant, Tenant shall, at its sole expense, obtain, maintain and keep in force, adequate host liquor liability insurance protecting both Tenant and Landlord in connection therewith with minimum limits of coverage of at least $5,000,000.00 under an umbrella policy covering excess "liquor law" liability, or such higher limits as the Landlord may from time to time reasonably request if they are carried customarily in the greater Boston area with respect to similar properties by tenants hosting similar events, which shall insure Tenant and Landlord (disclosed or undisclosed), and all those claiming by, through or under Landlord, adequately in Landlord's good-faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, so that at all times Landlord will be adequately protected against any claims that may arise by reason of or in connection with the provision of Alcoholic Beverages in and from the Premises. Certificates of such insurance shall at all times be deposited with Landlord showing current insurance in force and all such policies shall name Landlord as an additional insured. In the event Tenant shall fail to procure such insurance and such failure is not cured within one (1) business day or such earlier time as Tenant commences the event serving Alcoholic Beverages, Landlord may procure the same at Tenant's expense, and such expense shall be treated as Additional Rent hereunder. In the event such insurance is not carried, the serving of Alcoholic Beverages shall be suspended until such coverage is in force. Tenant shall give Landlord written notice of any cancellation or material modification of such insurance within five (5) days after Tenant becomes aware of the same.

Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the serving of Alcoholic Beverages in and from the Premises, including, without limitation, any such claim arising from any fault or negligence of Tenant, or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date hereof and until the end of the Term of the Lease, whether such claim arises or accident, injury or damages occurs within the Premises, within the Building but outside the Premises, or outside the Building. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of the Lease. It is understood that without this indemnification of Landlord by Tenant, Landlord would not permit Tenant to serve Alcoholic Beverages in or from the Premises, and Tenant covenants that Tenant's liability insurance referred to in the Lease shall cover, indemnify and hold harmless the Landlord from all such matters and items mentioned in this indemnity.

ARTICLE 14
FIRE OR CASUALTY AND TAKING

14.1 LANDLORD'S TERMINATION RIGHT. If the Premises or the Building are totally or materially damaged or destroyed, thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently repair and restore the Premises and the Building to substantially the same condition they were in prior to such damage or destruction; provided, however, that if in Landlord's judgment such repair and restoration cannot be completed within one hundred eighty (180) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice (a " **Landlord Casualty Termination Notice** ") of termination within forty-five (45) days after the occurrence of such damage or destruction.

14.2 TENANT'S TERMINATION RIGHT. If Landlord determines, in its sole but reasonable judgment, that the repairs and restoration cannot be substantially completed within two hundred seventy (270) days after the date of such damage or destruction, Landlord shall within forty-five (45) days of the occurrence of such damage of destruction, give written notice to Tenant of such determination. For a period of thirty (30) days after receipt of such notice, Tenant shall have the right to terminate this Lease by providing written notice (" **Tenant Casualty Termination Notice** ") to Landlord. If Tenant does not elect to terminate this Lease within such thirty-(30)-day period, and provided that Landlord has not elected to terminate this Lease, Landlord shall proceed to repair and restore the Premises and the Building. Notwithstanding the foregoing, Tenant shall not have the right to terminate this Lease if the gross negligence or willful misconduct of Tenant or any Tenant Party shall have caused the damage or destruction.

14.3 APPORTIONMENT OF RENT. If this Lease is terminated pursuant to Sections 14.1, 14.2, or 14.4, then all rent shall be apportioned (based on the portion of the Premises which is usable after such damage or destruction) and paid to the date of termination (or, if earlier, the date that the Premises were rendered untenantable). If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay the Annual Fixed Rent and Additional Rent only for the portion of the Premises that is usable while such repair and restoration are being made. Landlord shall bear the expenses of repairing and restoring the Premises (including all leasehold improvements existing as of the Commencement Date) and the Building; provided, however, that Landlord shall not be required to repair or restore any Tenant's Property, except that if: (i) Landlord complies with its obligation to procure and maintain the "All Risk" insurance required pursuant to Section 13.5, (ii) such damage or destruction is established to have been caused by the gross negligence or willful misconduct of Tenant or any Tenant Party, and (iii) Landlord is unable to fully recover the cost of restoring the Premises and the Building under its "All Risk" insurance policy, then Tenant shall pay the amount by which such expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction.

14.4 WHEN LANDLORD NOT OBLIGATED TO RESTORE; TENANT TERMINATION RIGHT BASED UPON LANDLORD FAILURE TO COMMENCE REPAIR AND RESTORATION. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to restore the Premises or the Building and Landlord shall have the right, by giving written notice of termination (a " **Landlord Casualty Termination Notice** ") on or before the date sixty (60) days after the occurrence of such damage or destruction, to terminate this Lease if Landlord, in its reasonable judgment, determines that: (a) the holder of any Mortgage fails or refuses to make insurance proceeds available for such repair and restoration, (b) zoning or other Applicable Laws or regulations do not permit such repair and restoration, (c) the insurance proceeds available to Landlord are insufficient to pay for the cost of such restoration, or (d) the cost of repairing and restoring the Building would exceed fifty percent (50%) of the replacement value of the Building, whether or not the Premises are damaged or destroyed, provided the leases of all other tenants in

the Building are similarly terminated. If Landlord does not timely give a Landlord Casualty Termination Notice pursuant to either Section 14.1 or this Section 14.4, and if Tenant does not give timely give a Tenant Casualty Termination Notice pursuant to Section 14.2, but Landlord does not, on or before the date ninety (90) days after the occurrence of such damage or destruction, commence repair and restoration of such damage, then Tenant shall have the right to terminate this Lease upon written notice to Landlord given or before the earlier of: (i) the date one hundred twenty (120) days after the occurrence of such damage or destruction, or (ii) the date that Landlord commences such repair and restoration.

14.5 APPORTIONMENT OF PROCEEDS OF ALL RISK INSURANCE WITH RESPECT TO TENANT IMPROVEMENTS. If this Lease is terminated pursuant to Sections 14.1, 14.2, or 14.4, Landlord shall be entitled to Landlord's Share, as hereinafter defined, of the proceeds (" **TI Insurance Proceeds** ") of the "all risk" insurance required, pursuant to Section 13.2, to be carried by Tenant with respect to tenant improvements in the Premises and Tenant shall be entitled to Tenant's Share, as hereinafter defined of such TI Insurance Proceeds.

(a) *Landlord's Share During Initial Term* . If the Lease is terminated during the initial term of the Lease as the result of a fire or other casualty, then " **Landlord's Share** " shall be a fraction, the numerator of which shall be the amount of Landlord's Base Contribution actually paid by Landlord to Tenant and the denominator of which shall be the amount of Hard Costs actually incurred by Tenant between the Execution Date and the date of such damage or destruction.

(b) *Landlord's Share During Extension Term* . If the Lease is terminated during an Extension Term, " **Landlord's Share** " shall be a fraction, the numerator of which shall be the amount of any contribution or allowance paid by Landlord to Tenant during such Extension Term and the denominator of which shall be the amount of Hard Costs actually incurred by Tenant during such Extension Term; provided however, that (i) if Landlord does not provide a construction allowance during such Extension Term, then Tenant's Share of TI Insurance Proceeds shall not exceed the actual amount of Hard Costs actually incurred by Tenant during such Extension Term, and Landlord's Share of TI Insurance Proceeds shall be the total amount of TI Insurance Proceeds less Tenant's Share of TI Insurance Proceeds, and (ii) if Tenant does not incur any Hard Costs during such Extension Term, then Landlord's Share shall be 100%.

(c) *Tenant's Share* . " **Tenant's Share of Casualty Insurance Proceeds** " shall, except as provided in Section 14.5(b), be the total amount of TI Insurance Proceeds less Landlord's Share of TI Insurance Proceeds.

14.6 CONDEMNATION. If one-third (1/3) or more of the Premises or occupancy thereof shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, " **condemned** "), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If less than one-third (1/3) of the Premises or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Premises not condemned, except that as of the date title vests in such authority, Tenant shall not be required to pay the Annual Fixed Rent and Additional Rent with respect to the part of the Premises condemned. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Lot or the Building is condemned (whether or not any portion of the Premises is condemned), and if Landlord determines as a result thereof to cease operating the Building, then Landlord shall have the right to terminate this Lease as of the date title vests in such authority.

14.7 AWARD. All awards, damages and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation. Tenant shall not make any claim against Landlord or the authority for any portion of such award, damages or compensation attributable to damage to the Premises, value of the unexpired portion of the Lease Term, loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the authority for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award, damages or compensation payable to or recoverable by Landlord in connection with such condemnation.

ARTICLE 15
DEFAULT

15.1 EVENT OF DEFAULT. Each of the following shall constitute an Event of Default: (a) Tenant's failure to make any payment of the Annual Fixed Rent or Additional Rent within five (5) days following such payment's due date; provided that, on up to two (2) occasions in any twelve-(12)-month period, there shall exist no Event of Default unless Tenant shall have been given written notice of such failure and shall not have made the payment within five (5) business days following the giving of such notice; or (b) Tenant's violation or failure to perform or observe any other covenant or condition within twenty (20) days after written notice thereof from Landlord; provided that, if such failure is curable but is not reasonably capable of being cured within twenty (20) days, then such cure period shall be extended for such additional period as may reasonably be required up to an additional sixty (60) days, so long as Tenant commences such cure within said twenty-(20)-day period and thereafter diligently pursues such cure to completion; or (c) the estate hereby created shall be taken on execution or by other process of law; or (d) Tenant shall make an assignment for the benefit of its creditors; or (e) Tenant shall judicially be declared bankrupt or insolvent according to law; or (f) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction and such appointment is not discharged within ninety (90) days thereafter; or (g) any petition shall be filed against Tenant in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding, and such proceedings shall not be fully and finally dismissed within ninety (90) days after the institution of the same; or (h) Tenant shall file any petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; or (i) Tenant abandons the Premises (it being agreed that Tenant's mere vacating the Premises shall not constitute an Event of Default in the event that and for as long as Tenant continues to satisfy all of its obligations under this Lease and without any occupancy requirement); or (j) following a Landlord draw therefrom, Tenant fails to restore the Security Deposit to its full amount within five (5) business days of a Landlord demand therefor. If, prior to the commencement of the Term of this Lease, Tenant notifies Landlord of or otherwise unequivocally demonstrates an intention to repudiate this Lease, Landlord may, at its option, consider such anticipatory repudiation an Event of Default. In addition to any other remedies available to it hereunder or at law or in equity, Landlord may retain all rent paid upon execution of the Lease and the Security Deposit, if any, to be applied to damages of Landlord incurred as a result of such repudiation, including without limitation reasonable attorneys' fees, brokerage fees, costs of reletting, and loss of rent. Tenant shall pay in full for all leasehold improvements constructed or installed within the Premises pursuant to this Lease to the date of the breach, and for materials ordered at its request for the Premises.

15.2 LANDLORD'S REMEDIES. If there shall be an Event of Default, then Landlord shall have the right, at its sole option, to terminate this Lease upon five (5) days prior written notice to Tenant. In addition, with or without terminating this Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises. The provisions of this Article shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of Massachusetts, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, then everything contained in this Lease to be done and performed by Landlord shall cease, without prejudice, however, to Landlord's right to recover from Tenant all rent and other sums accrued through the later of termination or Landlord's recovery of possession. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord may, but shall not be obligated to, relet the Premises or any part thereof, alone or together with other premises, for such rent and upon such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to relet the Premises or collect any rent due upon such reletting. Whether or not this Lease is terminated, Tenant nevertheless shall remain liable for any Annual Fixed Rent, Additional Rent or damages which may be due or sustained prior to such default, all costs, fees and expenses (including without limitation reasonable attorneys' fees, brokerage fees and expenses incurred in placing the Premises in first-class rentable condition) incurred by Landlord in pursuit of its remedies and in renting the Premises to others from time to time. Tenant shall also be liable for additional damages which at Landlord's election shall be either:

(a) an amount equal to the Annual Fixed Rent and Additional Rent which would have become due during the remainder of the Lease Term, less the amount of rental, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any Additional Rent payable as a result of any failure of such other person to perform any of its obligations), which damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default. Separate suits may be brought to collect any such damages for any month(s), and such suits shall not in any manner prejudice Landlord's right to collect any such damages for any subsequent month(s), or Landlord may defer any such suit until after the expiration of the Lease Term, in which event the cause of action shall be deemed not to have accrued until the expiration of the Lease Term. Landlord agrees that if the Premises are relet, Landlord shall act reasonably to obtain a fair market rental value for the Premises; or

(b) an amount equal to the present value (as of the date of the termination of this Lease) of the difference between (i) the Annual Fixed Rent and Additional Rent which would have become due during the remainder of the Lease Term, and (ii) the fair market rental value of the Premises for the same period, which damages shall be payable to Landlord in one lump sum on demand. For purpose of this Section, present value shall be computed by discounting at a rate equal to one (1) whole percentage point above the discount rate then in effect at the Federal Reserve Bank of New York.

15.3 TENANT WAIVER. Tenant waives any right of redemption, re-entry or restoration of the operation of this Lease under any present or future law, including any such right which Tenant would otherwise have if Tenant shall be dispossessed for any cause.

15.4 LANDLORD RIGHT TO MAKE PAYMENT. If Tenant fails to make any payment to any third party or to do any act herein required to be made or done by Tenant and such failure is not cured after the expiration of applicable notice and cure periods (except that such notice and cure periods shall not apply in the case of any emergency), then Landlord may, but shall not be required to, make such payment or do such act. Landlord's taking such action shall not be considered a cure of such failure by Tenant or prevent Landlord from pursuing any remedy to which it is otherwise entitled in connection with such failure. If Landlord elects to make such payment or do such act, then all expenses incurred, plus interest thereon at a rate per annum (the " **Default Rate** ") which is three (3) whole percentage points higher than the Prime Rate from the date incurred to the date of payment thereof by Tenant, shall constitute Additional Rent.

15.5 LATE PAYMENT. If Tenant fails to make any payment of the Annual Fixed Rent or Additional Rent by the date such payment is due and payable, then Tenant shall pay a late charge of five percent (5%) of the amount of such payment. In addition, such payment and such late fee shall bear interest at the Lease Interest Rate from the date such payment was due to the date of payment thereof. Notwithstanding the foregoing, Landlord agrees to waive imposition of the above-described late charge on up to one (1) occasion in any twelve-(12)-month period, provided Tenant tenders the overdue payment to Landlord within five (5) business days after Tenant's receipt of written notice from Landlord stating that the payment was not received when due. For purposes hereof, " **Lease Interest Rate** " shall mean a rate equal to the lesser of (i) the Prime Rate plus four percent (4%), or (ii) the maximum applicable legal rate.

15.6 LANDLORD'S DEFAULT. Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16.1 INTENTIONALLY OMITTED.

16.2 NO WAIVER. Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any later time of the same provisions.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Further, the acceptance by Landlord of Annual Fixed Rent or Additional Rent shall not be or be deemed to be a waiver by Landlord of any default by Tenant, whether or not Landlord knows of such default, except for such defaults as to which such payment relates.

16.3 CUMULATIVE REMEDIES. Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at law or in equity, including those available as a result of any anticipatory breach of this Lease. Landlord's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Landlord. If Landlord waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Lease, except as to the specific circumstances described in such written waiver. Neither Tenant's payment of a lesser amount than the sum due hereunder nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue any other remedy available to Landlord. Landlord's reentry and acceptance of keys shall not be considered an acceptance of a surrender of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to injunctive relief against any violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease, as well as specific performance of any such covenants, conditions or provisions, provided, however, that the foregoing shall not be construed as a confession of judgment by Tenant.

16.4 QUIET ENJOYMENT. Landlord agrees that, so long as there is no Event of Default in existence and continuing, Tenant shall and may peaceably hold and enjoy the Premises during the Term of this Lease, without interruption or disturbance from Landlord or persons claiming through or under Landlord, subject, however, to the terms of this Lease.

16.5 SURRENDER.

(A) No act or thing done by Landlord during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises as an acceptance of a surrender of the Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the Lease or a surrender of the Premises.

(B) Upon the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises to Landlord in the condition as required by Sections 8.1 and 9.3, first removing all goods and effects of Tenant and completing such other removals as may be permitted or required pursuant to Section 9.3.

16.6 BROKERAGE.

(A) Tenant warrants and represents that Tenant has not dealt with any broker in connection with the consummation of this Lease other than the brokers designated in Section 1.1 hereof (the " **Brokers** "); and in the event any claim is made against the Landlord relative to Tenant's dealings with brokers other than the Brokers, Tenant shall defend the claim and indemnify Landlord on account of loss, cost or damage which may arise by reason of such claim.

(B) Landlord warrants and represents that Landlord has not dealt with any broker in connection with the consummation of this Lease other than the Brokers; and in the event

any claim is made against the Tenant relative to Landlord's dealings with brokers including the Brokers, Landlord shall defend the claim and indemnify Tenant on account of loss, cost or damage which may arise by reason of such claim.

(C) Landlord agrees that it shall be solely responsible for the payment of a brokerage commission to the Brokers pursuant to the terms of a separate written agreement.

16.7 INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.8 PROVISIONS BINDING, ETC. The obligations of this Lease shall run with the land, and except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, subject to the provisions herein restraining subletting or assignment. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.

16.9 RECORDING. Each of Landlord and Tenant agrees not to record this Lease, but each party hereto agrees, on the request of the other, to execute a so-called Notice of Lease or short form lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's and Tenant's attorneys. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is not intended to vary the terms and conditions of this Lease.

16.10 NOTICES AND TIME FOR ACTION. Whenever notice shall or may be given either to Landlord or to Tenant under this Lease, such notices shall be in writing and shall be sent by hand, by registered or certified mail, or by overnight or other commercial courier, postage or delivery charges, as the case may be, prepaid, to the following addresses (or to such other address or addresses as may from time to time hereafter be designated by either party by notice meeting the requirements of this Section 16.10):

If to Landlord:

Jamestown Premier Davenport, LLC
c/o Jamestown
One Overton Park, 12 th Floor
3625 Cumberland Boulevard
Atlanta, GA 30339
Attn: Managing Director/Asset Management

And

Jamestown Premier Davenport, LLC
c/o Jamestown
Chelsea Market
75 Ninth Avenue, 5 th Floor
New York, NY 10011
Attn: Asset Manager/25 First Street, Cambridge, Massachusetts

With a copy to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110-3333
Attn: Amy Moody McGrath, Esquire

and

The Mortgagee(s) listed on Exhibit 16.10 hereto
at the address(es) indicated thereon

If to Tenant:

25 First Street
Cambridge, MA. 02141
Attn: President

With a copy to:

Goodwin Procter LLP
Exchange Place
53 State Street
Boston, MA 02109
Attn: Katherine L. Murphy, Esquire

Except as otherwise provided herein, all such notices shall be effective when received; provided, that (i) if receipt is refused, notice shall be effective upon the first occasion that such receipt is refused or (ii) if the notice is unable to be delivered due to a change of address of which no notice was given, notice shall be effective upon the date such delivery was attempted.

Where provision is made for the attention of an individual or department, the notice shall be effective only if the wrapper in which such notice is sent is addressed to the attention of such individual or department.

Any notice given by an attorney on behalf of Tenant, Landlord or by Landlord's managing agent shall be considered as given by Landlord and shall be fully effective.

16.11 WHEN LEASE BECOMES BINDING. The submission of an unsigned copy of this document to Tenant shall not constitute an offer or option to lease the Premises. This Lease shall become effective and binding only upon execution and delivery by both Landlord and Tenant.

16.12 PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and shall not be considered in construing the provisions of this Lease.

16.13 RIGHTS OF MORTGAGEE. This Lease shall be subject and subordinate to any mortgage now or hereafter on the Building or the Lot or any part thereof (" **Mortgage** "), and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor, provided, however, that in consideration of and as a condition precedent to Tenant's agreement to subordinate this Lease with respect to mortgages hereafter placed on the Building shall be the receipt by Tenant of a subordination, non-disturbance and attornment agreement (" **SNDA** ") in favor of Tenant from such future mortgagee on such mortgagee's standard form of SNDA with such commercially reasonable changes made thereto as may be reasonably acceptable to such mortgagee and Tenant; provided, however, that such SNDA shall provide that such mortgagee recognizes any abatement right set forth in Section 7.3(B) or offset rights set forth in Section 16.19(B) and in Section 3(B) of Exhibit 4.1. Subject to the foregoing, confirmation of such subordination and recognition, Tenant shall execute and deliver promptly such instruments of subordination as such mortgagee may reasonably request, subject to receipt of such instruments of recognition from such mortgagee as Tenant may reasonably request. Subject to the terms of the applicable SNDA, in the event that any mortgagee or its respective successor in title shall succeed to the interest of Landlord, then this Lease shall nevertheless continue in full force and effect and Tenant shall and does hereby agree to attorn to such mortgagee or successor and to recognize such mortgagee or successor as its landlord. If any holder of a Mortgage, executed and recorded prior to the Date of this Lease, shall so elect, this Lease, and the rights of Tenant hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed, delivered and recorded, or a statutory Notice hereof recorded, prior to the execution, delivery and recording of any such Mortgage. The election of any such holder shall become effective upon either notice from such holder to Tenant or by the recording in the appropriate registry or recorder's office of an instrument in which such holder subordinates its rights under such Mortgage to this Lease. Landlord shall, on or before January 15, 2016, cause the holder of the existing mortgagee affecting the Premises to execute and deliver an SNDA to Tenant in the form attached hereto as Exhibit 16.13 .

16.14 FINANCING. If in connection with obtaining financing a bank, insurance company, pension trust or other institutional lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or condition its consent thereto, provided that such modifications do not increase the monetary obligations or liabilities of Tenant hereunder or adversely affect the leasehold interest hereby created or Tenant's rights hereunder.

16.15 NOTICE TO MORTGAGEE. After receiving notice from any person, firm or other entity that it holds a Mortgage, no notice of default from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder at the address as specified in said notice (as it may from time to time be changed by notice to Tenant), and the curing of any of Landlord's defaults by such holder within a reasonable time after such notice (including a reasonable time to obtain possession of the premises if the mortgagee elects to do so) shall be treated as performance by Landlord. If any Mortgage is listed on Exhibit 16.10 then the same shall constitute notice from the holder of such Mortgage for the purposes of this Section 16.14.

16.16 ASSIGNMENT OF RENTS. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, which assignment is made to the holder of a Mortgage, Tenant agrees:

(a) That the execution thereof by Landlord, and the acceptance thereof by the holder of such Mortgage, shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by notice sent to Tenant, specifically otherwise elect; and

(b) That, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's Mortgage and the taking of possession of the Premises.

(c) No Annual Fixed Rent or Additional Rent may be paid by Tenant more than thirty (30) days in advance except with such holder's prior written consent, and any such payment without such consent shall not be binding on such holder.

16.17 CERTAIN TENANT COVENANTS. Tenant covenants during the Lease Term and for such further time as Tenant occupies any part of the Premises:

(a) To pay when due all Annual Fixed Rent and Additional Rent.

(b) Subject to the provisions of Section 16.26 below, to pay all reasonable costs, including attorneys' and other fees incurred by Landlord in connection with the enforcement by Landlord of any obligations of Tenant under this Lease or in connection with any bankruptcy case involving Tenant or any guarantor.

16.18 ESTOPPELS AND FINANCIAL STATEMENTS. Recognizing that Landlord may find it necessary to establish to third parties, such as accountants, banks, potential or existing mortgagees, potential purchasers or the like, the then current status of performance hereunder, Tenant, within ten (10) days after the request of Landlord made from time to time and referencing this portion of this Lease, will furnish to any existing or potential holder of any Mortgage, or any potential purchaser of the Premises or the Building (each an " **Interested Party** ") a statement of the status, to Tenant's actual knowledge, of any factual matter pertaining to this Lease (but without any representations other than to factual matters), including, without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Lease. If Tenant shall fail to deliver such statement within such ten-(10)-day period, and such failure shall continue for five (5) days after notice thereof, such event shall constitute an Event of Default hereunder without any further notice or cure period. At Tenant's request, Landlord shall similarly within fifteen (15) business days after Tenant's request, furnish to Tenant a commercially reasonable statement with similar types of factual information as set forth above, which statement may be relied upon by any actual or prospective assignee, subtenant, lender or purchaser of Tenant.

In addition, Tenant shall deliver to Landlord, or any Interested Party designated by Landlord, upon Landlord's written request given not more than once in any 12-month period (except that Landlord may make two such requests if an Event of Default by Tenant occurs during such 12-month period or in connection with any sale or financing of the Building by Landlord), the most recent audited financial statements of Tenant or if Tenant, does not have its financials audited, Tenant shall provide financial statements certified by the appropriate accounting or finance officer of Tenant. Notwithstanding the foregoing, so long as Tenant's stock is publicly traded on a national exchange (or publicly listed in an equivalent manner, such as on NASDAQ) that requires its financial statements to be publicly disclosed, Tenant shall have no obligation to deliver any financial statements of Tenant to Landlord or any Interested Party.

Any such status statement or financial statement delivered by Tenant pursuant to this Section 16.18 may be relied upon by any Interested Party.

16.19 SELF-HELP.

(A) If Tenant fails to make any payment or perform any act which Tenant is obligated to do under this Lease and (except in the case of emergency) if the same continues unpaid or unperformed beyond applicable grace periods, then Landlord may, but shall not be obligated so to do, after fifteen (15) days' notice to and demand upon Tenant, or without notice to or demand upon Tenant in the case of any emergency, make such payment or perform such act on Tenant's behalf. Such action by Landlord shall not waive or release Tenant from any obligations of Tenant in this Lease. All sums paid by Landlord in connection with such action, and all reasonable and necessary costs and expenses of Landlord incidental thereto, together with interest thereon at the Lease Interest Rate, from the date of the making of such expenditures by Landlord, shall be payable to the Landlord on demand.

(B) Effective as of the Final Expansion Premises Rent Commencement Date, in the event of a Landlord Self-Help Default (as hereinafter defined), if Landlord fails to cure such Landlord Self-Help Default on or before the date thirty (30) days (or such longer period time as is reasonably required to correct any such Landlord Self-Help Default so long as Landlord is diligently pursuing such cure) after Landlord's receipt of written notice (" **Tenant's Self-Help Default Notice** ") from Tenant advising Landlord of such Landlord Self-Help Default and Tenant's intent to exercise its rights pursuant to this 16.19(B), then Tenant shall have the right to cure such Landlord Self-Help Default. Landlord shall reimburse Tenant for any out-of-pocket costs reasonably incurred by Tenant to cure such Landlord Self-Help Default pursuant to this Section 16.19(B) (the parties agreeing, however, that the amount so offset or paid by Landlord to Tenant may be included in Operating Expenses to the extent permitted under this Lease). If Landlord fails to timely reimburse Tenant any amount properly due to Tenant pursuant to the this Section 16.19(B), and if Landlord fails to cure such failure within ten (10) days after Landlord receives written notice of such failure from Tenant, then Tenant shall have the right to deduct such amount from the next installment(s) of Landlord's Tax Expenses Allocable to the Premises and Operating Expenses Allocable to the Premises thereafter due under the Lease, provided that the amount of such deduction may not exceed ten percent (10%) of any the aggregate amount of any the installment of Landlord's Tax Expenses Allocable to the Premises and Operating Expenses Allocable to the Premises payable by Tenant with respect to any month. Any dispute as to whether Landlord owes Tenant any amount pursuant to this Section 16.19(B) shall be submitted to arbitration pursuant to Section 16.33. A " **Landlord's Self-Help Default** " shall, subject to the next following sentence, be defined as: (i) failure by Landlord to perform any of Landlord's service, maintenance or repair obligations under the Lease within the Premises or in any Tenant Controlled Common Areas which, pursuant to Section 2.2(E), Tenant has the right to direct Landlord to exclude other tenants of the Building, (ii) failure by Landlord to maintain and repair any portion of any roof of the Building, the condition of which does not affect any other tenant of the Building (iii) any default by Landlord under the Garage License, after the giving of any applicable notice and the expiration of any cure periods under the Garage License and, (iv) upon the 100% Lease Date, failure by Landlord to maintain and repair the Building systems. In no event shall any Landlord's Self-Help Default include any maintenance and repair obligations, the cure or performance of which would adversely affect any other tenant in the Building. If Tenant exercises its rights under this section 16.19(B), then any rent abatement pursuant to Section 7.3 shall cease as of the expiration of the time period within which Tenant should reasonably have cured such Landlord's Self-Help Default.

16.20 HOLDING OVER. Tenant shall have no right whatsoever to remain in possession of the Premises following the expiration or earlier termination of the Lease Term, whether or not Landlord has given Tenant notice to vacate. If Tenant does not immediately surrender the Premises upon the expiration or earlier termination of the Lease Term, then Tenant shall become a tenant at sufferance subject to immediate eviction by Landlord at any time, and the rent shall be increased to an amount equal to the greater of (x) 150% of the Annual Fixed Rent and Additional Rent calculated at the highest rate payable under the terms of this Lease during the first 30 days of any such holdover and 200% of the Annual Fixed Rent and Additional Rent calculated at the highest rate payable under the terms of this Lease thereafter, or (y) 150% of the fair market rental value of the Premises. Such rent shall be computed on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated. Landlord's acceptance of such rent shall not in any manner adversely affect Landlord's other rights and remedies, including Landlord's right to evict Tenant and to recover damages, and Tenant shall be liable for all loss, cost and damage incurred by Landlord resulting from Tenant's failure and delay in surrendering the Premises. All property which remains in the Building or the Premises after the expiration or termination of this Lease shall be conclusively deemed to be abandoned and may either be retained by Landlord as its property or sold or otherwise disposed of in such manner as Landlord may see fit. If any part thereof shall be sold, then Landlord may receive the proceeds of such sale and apply the same, at its option against the expenses of the sale, the cost of moving and storage, any arrears of rent or other charges payable hereunder by Tenant to Landlord and any damages to which Landlord may be entitled under this Lease and at law and in equity.

16.21 ENTRY BY LANDLORD. Landlord, and its duly authorized representatives, shall, upon reasonable prior notice (except in the case of emergency, when no notice shall be required), have the right to enter the Premises at all reasonable times (and at any time in the case of emergency) for the purposes of inspecting the condition of same and making such repairs, alterations, additions or improvements thereto as may be necessary if Tenant fails to do so as required hereunder (but the Landlord shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise provided in this Lease), and to show the Premises to prospective tenants during the twelve (12) months preceding expiration of the Lease Term and at any reasonable time during the Lease Term to show the Premises to prospective purchasers and mortgagees.

16.22 TENANT'S PAYMENTS. Any Additional Rent due hereunder, except for monthly payments on account of Operating Expenses and Taxes, shall be payable, unless otherwise provided in this Lease, within thirty (30) days after written demand by Landlord. If Tenant does not timely pay any amount of Additional Rent, Landlord shall have all the rights and remedies available to Landlord hereunder or by law in the case of non-payment of Annual Fixed Rent. If Tenant has not objected to any statement of Additional Rent which is rendered by Landlord to Tenant within one hundred eight (180) days after the date thereof, then the same shall be deemed to be a final account between Landlord and Tenant not subject to any further dispute, except in connection with Operating Expenses, in which case the audit provisions of Section 6.2(D) shall apply.

16.23 TIME OF THE ESSENCE. Time is of the essence of each provision of this Lease.

16.24 COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

16.25 ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto, and supersedes all prior dealings between them with respect to the Premises and the leasing thereof, and there are no other understandings, agreements, representations or warranties, verbal or written, not expressly set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant, unless in writing and signed by the party or parties to be bound.

16.26 PREVAILING PARTY. In the event either party institutes any suit or action against the other in connection with this Lease, the prevailing party shall be entitled to recover from the other all reasonable costs and expenses incurred by the prevailing party in connection with such suit or action, including, without limitation, reasonable attorneys' fees.

16.27 NO PARTNERSHIP. The relationship of the parties hereto is that of landlord and tenant and no partnership, joint venture or participation is hereby created.

16.28 SECURITY DEPOSIT.

(A) *Delivery of Security Deposit* . Tenant shall, at the time that Tenant executes and delivers this Lease to Landlord, deliver to Landlord a security deposit (" **Security Deposit** ") in the amount of $3,457,523.98 in the form of a letter of credit. Reference is made to the fact that Landlord is presently holding a Security Deposit in the amount of $1,350,000.00 (the " **Existing Letter of Credit** ") in the form of a letter of credit for the Existing Premises under the Prior Lease. Therefore, Tenant shall, at the time that Tenant executes and delivers this Amended and Restated Lease to Landlord, deliver to Landlord either, at Tenant's election: (i) a Letter of Credit in the amount of $2,107,523.98 complying with the provisions of this Section 16.28 in exchange for the Existing Letter of Credit (the " **New Letter of Credit** "), or (ii) an amendment to the Existing Letter of Credit, in form and substance reasonably acceptable to Landlord, which increases the amount of the Existing Letter of Credit to $3,457,523.98, and amends the draw requirements so that Landlord has the right draw upon the Existing Letter of Credit pursuant to the provisions of this Lease (i.e., rather than pursuant to the provisions of this Lease). If Tenant elects to exchange the Existing Letter of Credit, Landlord agrees to a simultaneous exchange of the Existing Letter of Credit for the New Letter of Credit, together with a letter from Landlord to the issuer thereof authorizing the immediate cancellation of the Existing Letter of Credit. The Security Deposit shall secure Tenant's obligations under the Lease and shall be held by Landlord in accordance with this Section 16.28.

(B) *Form of Security Deposit* . The Security Deposit shall be in the form of an unconditional, irrevocable standby letter of credit (the " **Letter of Credit** ") from a U.S. banking institution reasonably acceptable to Landlord, insured by a federal insurance agency and authorized to do business in the Commonwealth of Massachusetts (the " **Issuer** "). The Issuer must have long-term, unsecured and unsubordinated debt obligations rated in the highest category by at least two of Fitch Ratings Ltd. (" **Fitch** ", which highest rating currently is AAA), Moody's Investors Service, Inc. (" **Moody's** ", which highest rating currently is Aaa), and Standard & Poor's Ratings Services (" **S&P** ", which highest rating currently is AAA), or their respective successors (collectively, the " **Rating Agencies** "), and must have a short term deposit rating in the highest category from at least two Rating Agencies (which currently would be Fl from Fitch, P-1 from Moody's, and A-1 from S&P). The qualifications in the preceding sentence are collectively referred to as the " **Issuer Qualifications** ." Notwithstanding the foregoing, Landlord approves Comerica Bank as the issuer of the New Letter of Credit. The Letter of Credit shall (i) meet the requirements of the International Standby Practice ISP98, International Chamber of Commerce (ICC) Publication No. 590, (ii) name Landlord as beneficiary, (iii) be in the amount of the Security Deposit, (iv) be payable in full or partial draws against Landlord's sight draft upon a statement by Landlord that, pursuant to the provisions of this Lease, Landlord is entitled to draw upon the Letter of Credit, (v) include an "evergreen" provision which provides that the Letter of Credit shall be renewed automatically on an annual basis unless the issuer delivers sixty (60) days prior written notice of cancellation to Landlord, (vi) have an initial expiration date no earlier than one year from the date of issue and an outside expiration date no earlier than sixty (60) days after the expiration of the initial Lease Term, provided, however, if the Letter of Credit outside expiration date is earlier than the foregoing, Tenant shall be responsible to deliver to Landlord a replacement letter of credit meeting the LC Requirements prior to the outside expiration date. If Tenant does not deliver such replacement letter of credit within sixty (60) days prior to the expiration or cancellation of the Letter of Credit then being held by Landlord then Landlord may fully draw upon the Letter of Credit and hold the cash as a replacement Security Deposit until Tenant delivers to Landlord such replacement letter of credit, (vii) be transferable, at no expense to Landlord, to any successor to Landlord as owner of the Building, and (viii) otherwise be in form and substance satisfactory to Landlord (items [i] through [viii] collectively the " **LC Requirements** ").

(C) In the event that, at any time, either (x) Landlord receives notice from any Issuer of such Issuer's decision not to renew the Letter of Credit as required under this Section 16.28, (y) the Issuer Qualifications are not met by the then-current Issuer of a Letter of Credit held by Landlord, or (z) the financial condition of the Issuer changes in any other materially adverse way (as determined by Landlord), then Tenant shall, within five (5) days following written notice from Landlord, deliver to Landlord a replacement Letter of Credit that satisfies the LC Requirements and is issued by an Issuer that satisfies the Issuer Qualifications or a cash Security Deposit in lieu thereof. In the event that Tenant fails to timely deliver such substitute Letter of Credit or a cash Security Deposit in lieu thereof, such failure shall constitute an Event of Default for which there shall be no notice and cure period, and, in addition to the rights set forth in Article 15 hereof, Landlord shall have the right under such circumstances to immediately, and without further notice to Tenant, draw upon the then-extant Letter of Credit and hold the proceeds thereof as a cash Security Deposit.

(D) If an Event of Default by Tenant occurs in its obligations under the Lease, then the Landlord shall have the right, at any time after such event, without giving any further notice to Tenant, to draw down from said Letter of Credit: (a) the amount necessary to cure such default or (b) if such default cannot reasonably be cured by the expenditure of money, to exercise all rights and remedies Landlord may have on account of such default, the amount which, in Landlord's reasonable opinion, is necessary to satisfy Tenant's liability in five (5) business days of written demand therefor, deliver to Landlord an additional Letter of Credit satisfying the foregoing conditions (" **Additional Letter of Credit** "), except that the amount of such Additional Letter of Credit shall be the amount of such draw. In addition, in the event of a termination based upon the default of Tenant under the Lease, or a rejection of the Lease pursuant to the provisions of the Federal Bankruptcy Code, Landlord shall have the right to draw upon the Letter of Credit (from time to time, if necessary) to cover the full amount of damages and other amounts due from Tenant to Landlord under the Lease. Any amounts so drawn shall, at Landlord's election, be applied first to any unpaid rent and other charges which were due prior to the filing of the petition for protection under the Federal Bankruptcy Code. Tenant hereby covenants and agrees not to

oppose, contest or otherwise interfere with any attempt by Landlord to draw down from said Letter of Credit including, without limitation, by commencing an action seeking to enjoin or restrain Landlord from drawing upon said Letter of Credit. Tenant also hereby expressly waives any right or claim it may have to seek such equitable relief. In addition to whatever other rights and remedies it may have against Tenant if Tenant breaches its obligations under this paragraph, Tenant hereby acknowledges that it shall be liable for any and all damages which Landlord may suffer as a result of any such breach.

(E) If, at any time, all or part of the Security Deposit is held in cash, Landlord shall not be required to maintain the same in a separate account, and, except as may be required by law, Tenant shall not be entitled to interest on the Security Deposit. Within five (5) Business Days after Tenant's receipt of written notice of Landlord's use of the Security Deposit or portion thereof as a result of an Event of Default by Tenant under this Lease, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its amount prior to such use, and Tenant's failure to do so shall constitute a default hereunder.

(F) Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return the Security Deposit less (i) such portion thereof as Landlord shall have used to satisfy Tenant's obligations under this Lease, and (ii) such portion thereof as Landlord reasonably determines will be sufficient to satisfy Tenant's obligations concerning payment of Tenant's Share of Taxes and Tenant's Share of Operating Expenses which will not be finally determined until after the end of the calendar year in which the Lease Term ends.

(G) If Landlord transfers the Security Deposit to any transferee of the Building or Landlord's interest therein, then such transferee shall be liable to Tenant for the return of the Security Deposit (which liability for the return of the Security Deposit shall be confirmed in writing to Tenant, upon Tenant's request for such confirmation), and Landlord shall be released from all liability for the return of the Security Deposit. The holder of any Mortgage shall not be liable for the return of the Security Deposit unless such holder actually receives the Security Deposit.

(H) So long as there shall not have been a monetary or material non-monetary Event of Default by Tenant under the Lease (i) at any time in the twelve-(12)-month period preceding the Reduction Date, as hereinafter defined, and (ii) on the Reduction Date (as defined below) (the " **Reduction Conditions** "), Landlord shall reduce the amount of the Security Deposit to $2,593,142.99 effective as of the January 1, 2020 (the " **Reduction Date** "). The reduction in the Security Deposit shall be accomplished as follows: Tenant shall request such reduction in a written notice to Landlord, and if Landlord confirms that the Reduction Conditions have been satisfied, Landlord shall notify Tenant within ten (10) business days following Tenant's request, whereupon either (x) Tenant shall provide Landlord with a substitute Letter of Credit in the reduced amount, or an amendment to the Letter of Credit, in form and substance reasonably acceptable to Landlord, reducing it to the reduced amount if the Security Deposit is then in the form of a Letter of Credit or (y) Landlord shall return the sum of $864,381.00 to Tenant if the Security Deposit is in the amount of cash. Notwithstanding anything to the contrary contained herein, if Tenant's fails to satisfy the Reduction Conditions on the Reduction Date, Tenant shall be entitled to such reduction of the Security Deposit if Tenant subsequently cures all outstanding defaults and, at the time that it cures all such defaults, Tenant then satisfies both Reduction Conditions.

16.29 GOVERNING LAW. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

16.30 WAIVER OF JURY TRIAL. Landlord and Tenant waive trial by jury in any action, proceeding, claim or counterclaim brought in connection with any matter arising out of or in any way connected with this Lease or Tenant's use or occupancy of the Premises. Tenant consents to service of process and any pleading relating to any such action at the Premises; provided, however, that nothing herein shall be construed as requiring such service at the Premises. Landlord and Tenant waive any objection to the venue of any action filed in any court situated in the jurisdiction in which the Building is located, and waive any right under the doctrine of forum non conveniens or otherwise to transfer any such action filed in any such court to any other court.

16.31 RULES AND REGULATIONS. Tenant will faithfully observe and comply with the reasonable rules and regulations for the Building and the Lot as Landlord hereafter at any time or from time to time may make and for which Landlord provides at least five (5) business days' prior notice in writing to Tenant (" **Rules and Regulations** "), provided, however, any such future changes to the Rules and Regulations do not adversely affect Tenant's rights under this Lease or increase Tenant's obligations under this Lease by more than a de minimis amount. A copy of the current Rules and Regulations for the Building are attached hereto as Exhibit 16.31 . However, in case of any conflict between the provisions of this Lease and any such Rules and Regulations, the provisions of this Lease shall control. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions in any other lease as against any other tenant. Landlord shall exercise commercially reasonable efforts upon written request from Tenant to enforce the rules issued pursuant to Section 2.2(E) of this Lease; provided, however that in no event shall Landlord be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, contractors, visitors, invitees or licensees. All Rules and Regulations shall be of general applicability to, and non-discriminatorily applied against, all comparable tenants in the Building.

16.32 SIGNAGE.

(A) Directory Signage . Landlord shall provide building standard signage in the standard graphics for the Building listing Tenant, any permitted subtenant or assignee of Tenant on the directory(ies) for the Building. The initial listing of Tenant's name shall be at Landlord's expense. Any changes or additions to such directory(ies) shall be at Tenant's cost and expense.

(B) New Tenant Signage . Effective as of the Execution Date, Tenant shall have the exclusive right to install signage (the " **Atrium and Courtyard Signage** ") in the Atrium and the Courtyard and the right to install other Tenant identification signage elsewhere in the Building (" **Other New Tenant Signage** ") in the locations shown on Exhibit 16.32, Sheet 1 . Upon the Substantial Full Occupancy Commencement Date, Tenant shall have the right to install other new Tenant identification signage in the Atrium, the Courtyard, and elsewhere in the Building (" **Substantial Full Occupancy Tenant Signage** ") in the locations shown on Exhibit 16.32, Sheet 2 . If Tenant ceases to satisfy at least one of the Substantial Full Occupancy Conditions, or if Tenant ceases to Occupy at least fifty-four (54%) of the Rentable Area of the Building, then Tenant shall, at Tenant's sole cost and within fifteen (15) days after either such event, remove the Substantial Full Occupancy Tenant Signage. Notwithstanding anything to the contrary contained herein, Landlord reserves the right to install Building-related signage in the Atrium (e.g., and signage describing the history of the Building, informational, directional and branding signage which, as of the Final Expansion Premises Rent Commencement Date, shall be of a size and in locations reasonably approved by Tenant) and not identifying any other tenant, Tenant hereby acknowledging that any such Building signage which exists as of the Execution Date shall not be deemed to violate the provisions of this Section 16.32(B), subject to Section 16.32(C). All Atrium and Courtyard Signage, Other New Tenant Signage, and Substantial Full Occupancy Tenant Signage shall (i) be installed, maintained in good condition, and removed at Tenant's sole cost and expense (with Tenant repairing any damage to the Building caused by the installation or removal of such signage), and (ii) be subject to Landlord's prior review and written approval of Tenant's plans and specifications therefor, which approval shall not be unreasonably withheld, conditioned or delayed. Upon the 100% Lease Date, and so long as Tenant continues to satisfy the 100% Lease Test, Tenant shall have the right to remove the Existing Artwork and replace the same with artwork selected by Tenant and/or with signage and branding identifying Tenant. Tenant shall provide the Existing Artwork to Landlord promptly after removing the same. In the event that, after the 100% Lease Date, Tenant no longer satisfies the 100% Lease Test, Tenant shall, at Landlord's election and at Tenant's sole cost and expense, either (i) restore the Existing Artwork to the location where it existed as of the Execution Date or (ii) install mutually acceptable new artwork provided by Landlord.

(C) Exterior Building Signage .

(1) Effective as of the Execution Date, Tenant shall have the non-exclusive right to install exterior signage (the " **Exterior Signage** ") displaying Tenant's name and/or logo on the exterior facade of the Building along First Street; however, effective as of the Execution Date, so long as HubSpot, Inc., itself, or a Permitted Tenant Successor, and/or a Tenant Affiliate is Occupying at least fifty-four percent (54%) of the Rentable Floor Area of the Building, Landlord hereby agrees that Landlord shall not grant any signage rights or install any new or additional signage for any current or future tenant of the Building on the Building's Exterior. Effective as of the Substantial Full Occupancy Commencement Date, and continuing throughout the Lease Term so long as Tenant continues to satisfy both of the following conditions: (i) Tenant is leasing at least eighty-five percent (85%) of the Rentable Area of the Building (" **Exclusive Signage Leasing Condition** ") (exclusive of the Basement Put Premises), and (ii) HubSpot, Inc., itself, a Permitted Tenant Successor, and/or a Tenant Affiliate is Occupying at least fifty-four percent (54%) of the Rentable Floor Area of the Building (" **Exclusive Signage Occupancy Condition** "), the Exterior Signage right described in the immediately preceding sentence shall be exclusive to Tenant and, within a reasonable period of time after the Substantial Full Occupancy Commencement Date, Landlord shall remove any signage on the exterior of the Building identifying any other tenant, occupant or other party, provided that Landlord shall not be required to remove any signage from the monument or placard sign located on the exterior facade of the Building along First Street identifying any other tenant of the Building (as such signage may be modified (but not increased) from time to time pursuant to the provisions of such other tenant's lease) that exists as of the Execution Date until thirty (30) days after such other tenant (or its successor under its lease with Landlord) is no longer occupying space within the Building. At any time when Tenant ceases to satisfy the Exclusive Signage Occupancy Condition, there shall be no limitations on Landlord's right to permit tenant identification signage for other tenants and occupants of the Building on the exterior of the Building. At any time when Tenant satisfies the Exclusive Signage Occupancy Condition but does not satisfy the Exclusive Signage Leasing Condition, Landlord shall only have the right to permit other tenants and occupants of the Building to install monument or placard signs similar to the monument or placard signs existing on the exterior of the Building along First Street as of the Execution Date. Notwithstanding the exclusive signage rights described in the immediately preceding sentence, but subject to the provisions of Section 16.32(C)(2), Landlord reserves the right to install Building-related signage on the exterior of the Building (e.g., informational, directional and branding signage of a size and in locations reasonably approved by Tenant) (not in excess of what exists as of the Execution Date), Tenant specifically acknowledging that any such Building signage shall not violate Tenant's exclusive signage rights contained in this Section 16.32(C). Subject to the following conditions (" **Exterior Signage Conditions** "), all Exterior Signage shall: (i) be installed, maintained in good condition, and removed at Tenant's sole cost and expense, (ii) comply with all Applicable Laws, ordinances, rules and regulations, including the Cambridge Zoning Ordinance (including the "Signs and Illumination" provisions contained therein), (iii) be subject to Tenant's receipt of all necessary governmental permits and/or approvals for such Exterior Signage, and (iv) be subject to Landlord's prior review and written approval of Tenant's plans and specifications therefor, which plans and specifications shall specify the type, size, installation method and location of such Exterior Signage, and which approval shall not be unreasonably withheld, conditioned or delayed. Effective as of the 100% Lease Date and so long as Tenant continues to lease the entirety of the Building, Landlord shall not change the name of the Building without Tenant's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed. Tenant's right to the Exterior Signage in this Section 16.32(C) is in addition to Tenant's right to install and maintain Tenant's existing exterior signage on the Building which signage Tenant shall have the right to maintain (and replace) during the Term of this Lease (as the same may be extended).

(2) *Banner Signs* . Reference is hereby made to the two banner "Davenport" signs (" **Banner Signs** ") presently affixed to the Building and to the existing "Davenport" sign located over the main entrance door to the Building. Tenant shall have the right to replace one of the Banner Signs after the Execution Date with a comparable banner sign with Tenant's name and/or logo, and, after the occurrence of the Substantial Full Occupancy Commencement Date, Tenant shall have the right, at Tenant's sole cost, to replace the other Banner Sign (" **Second Banner Sign** ") identical to the initial Banner Sign installed by Tenant pursuant to this Section 16.32(C)(2), subject to the

following: (i) Tenant's compliance with the Exterior Signage Conditions with respect to each Banner Sign, (ii) Landlord shall, within fifteen (15) days after Tenant gives Landlord written notice that it has obtain all necessary permits and approvals for an approved Banner Sign in accordance with this Section 16.32(C)(2), Landlord shall remove the existing "Davenport" sign which is being replaced, and Tenant shall, within fifteen (15) days after Landlord removes such existing "Davenport" sign, install the approved Tenant identification Banner Sign, (iii) if Tenant ceases to satisfy both of the Substantial Full Occupancy Conditions, or if Tenant ceases to Occupy at least fifty-four (54%) of the Rentable Area of the Building, then Tenant shall, at Tenant's sole cost and within fifteen (15) days after either such event, remove the Second Banner Sign (with Tenant repairing any damage to the Building caused by the installation or removal of such signage),, and (iv) if, for any reason, Tenant removes any Exterior Banner Sign, Landlord shall have the right to replace the removed Exterior Banner Sign with a Banner Sign identifying the then current name of the Building.

(D) Miscellaneous . The signage rights under this Section 16.32 are personal to the original Tenant hereunder and may not be assigned (except in connection with an assignment to a Permitted Tenant Successor pursuant to Section 11.2 above), including in connection with any subleasing by Tenant.

16.33 ARBITRATION. In any case where this Lease references arbitration of a dispute, such dispute shall be submitted to arbitration in accordance with the provisions of applicable law, as from time to time amended. Arbitration proceedings, including the selection of an arbitrator, shall be conducted pursuant to the rules, regulations and procedures from time to time in effect as promulgated by the American Arbitration Association. Prior written notice of application by either party for arbitration shall be given to the other at least ten (10) days before submission of the application to the said Association's office in Boston, Massachusetts. The arbitrator shall hear the parties and their evidence. The decision of the arbitrator shall be binding and conclusive, and judgment upon the award or decision of the arbitrator may be entered in the appropriate court of law; and the parties consent to the jurisdiction of such court and further agree that any process or notice of motion or other application to the Court or a Judge thereof may be served outside Massachusetts by registered mail or by personal service, provided a reasonable time for appearance is allowed. The costs and expenses of each arbitration hereunder and their apportionment between the parties shall be determined by the arbitrator in his award or decision. No dispute under this Lease shall be submitted to arbitration until twenty (20) days after the party asserting the existence of the dispute gives notice thereof to the other party, together with a reasonably detailed description of the dispute.

16.34 FORCE MAJEURE. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than any monetary obligations hereunder, including the payment by Tenant of Annual Fixed Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to acts or events of Force Majeure (as hereinafter defined), but the unavailability of funds or the shortage of administrative personnel shall not be deemed a cause beyond the reasonable control of either party for this purpose. For purposes of this Lease, " **Force Majeure** " shall mean any fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials or any other cause beyond a party's reasonable control (whether similar or dissimilar to the foregoing events).

16.35 EMERGENCY GENERATOR.

(A) Landlord grants to Tenant an exclusive license to access and use Landlord's 230kw/480v diesel-powered standby generator located outside the rear of the Building and its associated automatic transfer switch located within the main switchgear room in the basement of the Building (the ' **Backup Power System'**). The license granted under this Section 16.35 for the Backup Power System shall be referred to herein as the " **Generator License** ". Landlord represents and warrants that it has full power and authority and all necessary rights to grant the Generator License to Tenant. A drawing depicting the proposed location of Tenant's Equipment and the connection to the Backup Power System is attached hereto as Exhibit 16.35 .

(B) The parties hereby acknowledge that Tenant has installed conduits, wire, panels and transformers (collectively, ‘ **Tenant’s Equipment’**) connecting the Premises to the Backup Power System.

(C) At all times during the term of the Generator License, Tenant shall maintain and repair, at Tenant’s sole cost and expense, Tenant’s Equipment, and the Backup Power System in good, operational working order and condition and in compliance with all Applicable Laws, codes, ordinances, orders, directives, rules and regulations, all insurance requirements, and all reasonable rules and regulations which may be promulgated by Landlord and of which Tenant is notified in writing from time to time. If all or any part of the Backup Power System (including, without limitation, the generator) requires replacement prior to the end of the term of the Generator License, Tenant may elect to (i) replace the Backup Power System at Tenant’s sole cost and expense or (ii) discontinue its use of the Backup Power System and to terminate the Generator License. If Tenant elects to discontinue its use of the Backup Power System and to terminate the Generator License, then Tenant at its sole cost and expense shall remove the Backup Power System prior to the termination or expiration of this Lease and repair any and all damage to the Premises and the Building caused by such removal. If Tenant elects to replace the Backup Power System then Landlord shall have the option to either (i) require Tenant to remove the Backup Power System prior to the termination or expiration of this Lease or (ii) pay Tenant an amount equal to the product of (a) the reasonable out-of-pocket costs incurred by Tenant to replace the Backup Power System multiplied by (b) the percentage based upon the useful life of the Backup Power System that still remains as of the termination or expiration of this Lease as compared to the total useful life of the Backup Power System. Any such replacement shall be with a new or replacement item of similar or better quality and function. A replacement will only be considered required if the Backup Power System functions improperly and Tenant, or Tenant’s designated service provider, cannot remedy such improper function after making reasonable attempts to do so. If Tenant is using or operating the Backup Power System, Tenant shall also maintain a preventative maintenance service contract for the Backup Power System with a licensed generator maintenance contractor and shall provide Landlord with copies of such reports on an annual basis or within fifteen (15) days of Landlord’s request (but not more than twice per year) from time-to-time. Tenant shall also arrange for the testing of the Backup Power System at least once per year, and provide the results of such testing to Landlord within five (5) days of the date of Tenant’s receipt of such results.

(D) Tenant shall not be obligated to pay any license or other fee in connection with its use of the Generator Area. However, Tenant shall (i) pay directly to the applicable provider all fuel costs related to the operation of the Backup Power System and (ii) pay any ongoing legally required permitting costs relating to the use and operation of the Backup Power System.

(E) Tenant acknowledges that (i) Landlord makes no warranty or representation with respect to the Backup Power System or its suitability for Tenant’s use, and (ii) Landlord shall have no responsibility or liability to Tenant in connection with any failures, disruptions or malfunctions of such Backup Power System. Tenant hereby releases Landlord and its property manager and their respective agents and employees, and waives any and all claims for damage or injury to person or property or loss of business sustained by Tenant, in connection with or resulting from the Backup Power System becoming in disrepair, malfunctioning, or failing, all as further set forth in Section 12.1 of this Lease, which shall apply to the license granted pursuant to this Section 16.35.

(F) Tenant’s right to use the Backup Power System is exclusive to Tenant and granted solely to service the Premises, and Tenant shall not permit the use of the Backup Power System by any other party, except for its service providers, contractors or agents. Landlord shall have the right to inspect the Tenant’s Equipment and the Backup Power System, not more than twice per year (except in the case of an emergency), upon twenty-four (24) hours’ prior notice to Tenant (or without prior notice in the case of an emergency), to ensure compliance with the terms of this Lease. Landlord will not cause, or enter into any agreement that would cause, a material impediment to Tenant’s exercise of the Generator License or compliance with its obligations related thereto.

(G) The Generator License shall terminate on the earlier of (i) the termination or expiration of this Lease, or (ii) upon ninety (90) days prior written notice of termination by Tenant to Landlord, which notice may be provided at any time during the Term of this Lease at Tenant's option. In the event of termination, following the date of termination all of Tenant's maintenance, service repair, replacement and payment obligations (if any) associated with the Generator License will cease (except as provided in the next sentence). The prior sentence, however, shall not affect Landlord's rights to enforce any defaults by Tenant existing as of the date of the termination of the Generator License with respect to Tenant's payment, repair or replacement obligations, nor affect Landlord's right to enforce Tenant's indemnification obligations with respect to Hazardous Materials described below, which enforcement rights shall survive the termination of the Generator License. Upon termination of the Generator License, unless otherwise specified by Landlord, Tenant shall return the Backup Power System to Landlord in good and operable condition, reasonable wear and tear excepted. Upon termination of the Generator License (but subject to the next paragraph), Tenant will provide to Landlord Tenant's Equipment, which Landlord will accept with the Backup Power System. Landlord acknowledges that (a) Tenant makes no warranty or representation with respect to Tenant's Equipment or its suitability for use, and (b) Tenant shall have no responsibility or liability to Landlord or any third party in connection with any failures, disruptions or malfunctions of Tenant's Equipment. Landlord hereby releases Tenant and its respective agents and employees, and waives any and all claims, for damage or injury to person or property or loss of business sustained by Landlord (or another party) after the date of the termination of the Generator License in connection with Landlord's or another party's use of Tenant's Equipment.

(H) Notwithstanding the provisions of the prior paragraph, if Tenant exercises its right to terminate the Generator License for Tenant's convenience pursuant to clause (ii) of the first sentence of the prior paragraph or if the Lease is terminated by Landlord in accordance with Section 15.2 of the Lease due to an Event of Default, then upon Landlord's written request pursuant to the next sentence, Tenant will remove, at Tenant's sole cost and expense, all or a portion of Tenant's Equipment installed in connection with the Backup Power System to the extent necessary to allow the Backup Power System to be reused by Landlord or another party. Landlord's written request to remove Tenant's Equipment in accordance with the prior sentence must be provided to Tenant within thirty (30) days from Landlord's receipt of Tenant's notice of termination or Tenant's receipt of Landlord's notice of termination (as applicable). Should Tenant require access to or use of the Backup Power System in order to remove Tenant's Equipment after the termination of the Generator License, Landlord will permit Tenant the right to reasonably access and use the Backup Power System, to the extent reasonably necessary to remove Tenant's Equipment.

(I) Tenant may not install any additional conduits or other related equipment (other than the Tenant's Equipment) in connection with the Backup Power System without first obtaining Landlord's prior written consent, which consent will not be unreasonably withheld.

(J) Subject to Section 13.4 of this Lease, Tenant shall indemnify, defend with counsel engaged in Tenant's discretion and hold Landlord, Landlord's managing agent and any mortgagee of the Building fully harmless from and against any and all liability, loss, suits, claims, actions, causes of action, proceedings, demands, costs, penalties, damages, fines and expenses, including, without limitation, attorneys fees, consultants' fees, laboratory fees and clean up costs, and the costs and expenses of investigating and defending any claims or proceedings, resulting from, or attributable to (i) the release of any Hazardous Materials at, on, under or around the Building arising from the operation, repair, maintenance, replacement or removal by Tenant (or its officers, employees, contractors and agents) of the Backup Power System to the extent such Hazardous Materials were used by Tenant in connection with the operation of the Backup Power System or implanted, deposited or placed by Tenant (or its officers, employees, contractors or agents), and (ii) any violation(s) by Tenant (or its respective officers, employees, contractors, agents or invitees) of any applicable law (including under any ' **Environmental Laws'**) regarding Hazardous Materials from or relating to the Backup Power System. This hold harmless and indemnity shall survive the termination of the Generator License.

(K) For purposes of this Lease, " **Hazardous Materials** " shall mean any substance regulated under any Environmental Law, including those substances defined in 42 U.S.C. Sec. 9601(14) or any related or applicable federal, state or local statute, law, regulation, or ordinance, pollutants or contaminants (as defined in 42 U.S.C. Sec. 9601(33), petroleum (including crude oil or any fraction thereof), any form of natural or synthetic gas, sludge (as defined in 42 U.S.C. Sec. 6903(26A), radioactive substances, medical or biological hazard wastes, hazardous waste (as defined in 42 U.S.C. Sec. 6903(27)) and any other hazardous wastes, hazardous substances, contaminants, pollutants or materials as defined, regulated or described in any of the Environmental Laws. As used in this Lease, " **Environmental Laws** " means all applicable federal, state and local laws relating to the protection of the environment or health and safety and/or the disposition of Hazardous Materials, and any rule or regulation promulgated thereunder and any order, standard, interim regulation, moratorium, policy or guideline of or pertaining to any federal, state or local government, department or agency.

16.36 DOGS IN PREMISES. Notwithstanding anything to the contrary contained elsewhere in the Lease, Tenant shall be permitted to bring fully domesticated and trained dogs kept by the Tenant's employees as pets into the Premises, provided and on condition that Tenant shall comply, and shall cause its employees, agents, customers and invitees to comply, with the rules and regulations adopted and altered by Landlord from time to time regarding the presences of dogs in such portion(s) of the Premises (the " **Building Dog Policy** "). The initial Building Dog Policy is attached hereto as Exhibit 16.36 and such Building Dog Policy shall not be materially changed without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

16.37 TENANT'S ROOFTOP ANTENNA RIGHTS

(A) Landlord and Tenant acknowledge that the following equipment (collectively, the " **Existing Rooftop Equipment** ") has been installed on the roof of the Building and connected to the interior of the Premises as of the date hereof: (i) thirteen (13) condenser units and (ii) one (1) antenna. Landlord hereby approves the Existing Rooftop Equipment. Tenant shall have the right (i) to install (in accordance with Section 9 of the Lease) the following additional equipment (collectively, the " **Additional Rooftop Equipment** ") on the roof of the Building: (a) up to three (3) dish/antenna or other communication device approved by Landlord (one (1) of which shall not exceed 6' in diameter, and two (2) of which shall not exceed 3' in diameter) and the equipment relating thereto (the " **Dish/Antenna** "), and (b) supplemental HVAC units, and (ii) to connect the Additional Rooftop Equipment to the interior of the Premises through the shafts of the Building and the Building Systems and Structure. The precise specifications and a general description of the Additional Rooftop Equipment, along with the manner in which the Additional Rooftop Equipment will be attached to the roof of the Building and connected to the Premises (the " **Additional Rooftop Equipment Plans and Specifications** ") shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. The exact location of the Additional Rooftop Equipment on the roof shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (taking into account that Landlord shall be required to provide a location which permits the proper orientation, line of sight and complete operation of each such Dish/Antenna). Such Additional Rooftop Equipment Plans and Specifications shall be submitted to Landlord, for Landlord's written approval no later than twenty (20) days before Tenant commences to install the Additional Rooftop Equipment. Such location of the Additional Rooftop Equipment and the location of the Existing Rooftop Equipment shall be collectively referred to herein as the " **Rooftop Equipment Space** ." Any dispute as to the reasonableness of Landlord's denial of consent to the location of any Additional Rooftop Equipment or the Additional Rooftop Equipment Plans and Specifications shall be determined by arbitration in accordance with Section 16.33 of the Lease. Landlord shall have the right, upon at least sixty (60) days' notice to Tenant, to require Tenant to relocate the Rooftop Equipment Space to another area (" **Relocation Rooftop Equipment Premises** ") on the roof of the Building reasonably acceptable to Tenant and suitable for the use of the Rooftop Equipment. In such event, Tenant shall, at Landlord's sole cost and expense, on or before the date

set forth in Landlord's notice, relocate its Rooftop Equipment from the Rooftop Equipment Space to the Relocation Rooftop Equipment Premises; provided, however that Landlord shall cooperate with Tenant in arranging and staging such relocation over a weekend or other times where there will be no interruption of service to Tenant. There shall be no rent or other payments due from Tenant, including, but not limited to, Operating Expenses or Taxes, for the Rooftop Equipment Space or Relocation Rooftop Equipment Premises occupied by the Rooftop Equipment but Tenant shall pay for all electricity used in the operation of the Rooftop Equipment. Tenant shall be solely responsible for obtaining all necessary governmental and regulatory approvals and for the cost of installing, operating, maintaining and removing the Rooftop Equipment. Tenant shall notify Landlord upon completion of the installation of the Additional Rooftop Equipment. If Landlord determines that the Additional Rooftop Equipment does not comply with the approved Additional Rooftop Equipment Plans and Specifications, that the Building has been damaged during installation of the Additional Rooftop Equipment or that the installation was defective, Landlord shall notify Tenant of any noncompliance or detected problems and Tenant shall cure the defects, within thirty (30) days thereof. If the Tenant fails to cure the defects within such time, then Landlord shall so notify Tenant thereof and Tenant shall pay to Landlord upon demand the actual third party cost of correcting any defects and repairing any damage to the Building caused by such installation. If at any time Landlord, in its reasonable discretion, deems it necessary, Tenant shall provide and install, at Tenant's sole cost and expense, appropriate aesthetic screening, reasonably satisfactory to Landlord, for the Additional Rooftop Equipment (the " **Rooftop Equipment Aesthetic Screening** ").

(B) Landlord agrees that Tenant, upon reasonable prior written or oral notice to Landlord (except in case of emergencies, where simultaneous notice may be given), shall have access to the roof of the Building and the Rooftop Equipment Space for the purpose of installing, maintaining, repairing and removing the Rooftop Equipment, and the appurtenances all of which shall be performed by Tenant or Tenant's authorized representative or contractors, which shall be approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed, it being agreed that Landlord has approved Convergent (and its subcontractors) as its Dish/Antenna contractor), at Tenant's sole cost and risk. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Tenant, FCC (defined below) inspectors, or persons under their direct supervision will be permitted to have access to the roof of the Building and the Rooftop Equipment Space. Landlord and Tenant further agree to exercise oversight over the people requiring access to the roof of the Building and the Rooftop Equipment Space in order to keep to a minimum the number of people having access to the roof of the Building and the Rooftop Equipment Space and the frequency of their visits.

(C) It is further understood and agreed that the installation, maintenance, operation and removal of the Rooftop Equipment, the appurtenances and the Rooftop Equipment Aesthetic Screening is not permitted to damage the Building or the roof thereof. Tenant agrees to be responsible for any damage caused to the roof or any other part of the Building, which may be caused by Tenant or any of its agents or representatives.

(D) Any Additional Rooftop Equipment installed by Tenant shall not interfere with the operation of any previously erected antenna(e) or satellite dish(es) on the Building (at the time of Tenant's installation) (the " **Existing Antenna Equipment** "). If, in the reasonable judgment of Landlord, any electrical, electromagnetic, or radio frequency interference of the Existing Antenna Equipment shall result from the installation and operation of any of the Dish/Antenna, Tenant agrees that upon notice to Tenant, Tenant shall act immediately to remedy the situation and curtail such interference. Should Tenant fail to so remedy said interference within 72 hours of such notice, Tenant agrees to cease operations (except for intermittent testing on a schedule approved by Landlord) until the interference has been corrected to the reasonable satisfaction of Landlord. Similarly, Landlord shall prohibit, and shall use reasonable efforts (including litigation) to enforce the prohibition of, any other tenant of the Building from installing any telecommunications equipment that would interfere with any Additional Rooftop Equipment which is installed by Tenant prior to such installation by or for such other tenant.

(E) Tenant shall, at its sole cost and expense, and at its sole risk, install, operate and maintain the Rooftop Equipment in a good and workmanlike manner, and in compliance with all Building, electric, communication, and safety codes, ordinances, standards, regulations and requirements, now in effect or hereafter promulgated, of the Federal Government, including, without limitation, the Federal Communications Commission (the " **FCC** "), the Federal Aviation Administration (" **FAA** ") or any successor agency of either the FCC or FAA having jurisdiction over radio or telecommunications, and of the state, city and county in which the Building is located. Tenant shall cooperate generally with Landlord to permit the Building's rooftop to be and remain in compliance with all FCC and OSHA rules and regulations relating to radio frequency emission levels and maximum permissible exposure, including but not limited to the rules and regulations adopted in FCC document OET 65 (which rules and regulations have also been adopted by OSHA). To the extent the Rooftop Equipment or the operation thereof (or any changes thereto) causes the Building's rooftop (or any section thereof) to not be in compliance with such rules and regulations, Tenant shall promptly remedy any such non-compliance in accordance with Landlord's reasonable directions and at Tenant's sole cost and expense. If Tenant believes that the Rooftop Equipment is excluded from coverage under FCC and OSHA rules and regulations, Tenant shall demonstrate to Landlord's reasonable satisfaction that any such Rooftop Equipment is so excluded. Under this Lease, the Landlord and its agents assume no responsibility for the licensing, operation and/or maintenance of Tenant's equipment, provided, however, Landlord shall cooperate with Tenant's efforts to obtain any permit required or desirable in connection with the installation and operation of any Rooftop Equipment. The Rooftop Equipment shall be connected to Landlord's power supply in compliance with all applicable Building, electrical, fire and safety codes. Neither Landlord nor its agents shall be liable to Tenant for any stoppages or shortages of electrical power furnished to the Rooftop Equipment or the Rooftop Equipment Space because of any act, omission or requirement of the public utility serving the Building, or the act or omission of any other tenant, invitee or licensee or their respective agents, employees or contractors, or for any other cause beyond the reasonable control of Landlord, and Tenant shall not be entitled to any rental abatement for any such stoppage or shortage of electrical power. Neither Landlord nor its agents shall have any responsibility or liability for the conduct or safety of any of Tenant's representatives, repair, maintenance and engineering personnel while in or on any part of the Rooftop Equipment Space.

(F) The Rooftop Equipment, the appurtenances Rooftop Equipment Aesthetic Screening shall remain the personal property of Tenant, and shall be removed by Tenant at its own expense at the expiration or earlier termination of this Lease or Tenant's right to possession hereunder. Tenant shall repair any damage caused by such removal. Tenant agrees to maintain all of the Tenant's equipment placed on or about the roof or in any other part of the Building in proper operating condition and maintain same in satisfactory condition as to appearance and safety in Landlord's reasonable discretion. Such maintenance and operation shall be performed in a manner to avoid any interference with any other Existing Antenna Equipment. Tenant agrees that at all times during the Term, it will keep the roof of the Building and the Rooftop Equipment Space free of all trash or waste materials produced by Tenant or Tenant's agents, employees or contractors.

(G) In light of the specialized nature of the Rooftop Equipment, Tenant shall be permitted to utilize the services of its choice for installation, operation, removal and repair of the Rooftop Equipment, the appurtenances and the wiring related thereto, subject to the reasonable approval of Landlord as described above. Notwithstanding the foregoing, Tenant must provide Landlord with prior written notice of any such installation, removal or repair and coordinate such work with Landlord in order to avoid voiding or otherwise adversely affecting any warranties granted to Landlord with respect to the roof. If necessary, Tenant, at its sole cost and expense, shall retain any contractor having a then existing warranty in effect on the roof to perform such work (to the extent that it involves the roof), or, at Tenant's option, to perform such work in conjunction with Tenant's contractor. In the event Landlord contemplates roof repairs that could affect Tenant's Rooftop Equipment, or which may result in an interruption of the Tenant's telecommunication service, Landlord shall formally notify Tenant at least 30 days in advance (except in cases of an emergency) prior to the commencement of such contemplated work in order to allow Tenant to make other arrangements for such service.

(H) Tenant may not use the Rooftop Equipment Space and/or Rooftop Equipment to provide telecommunication, video, data or related services (" **Communication Services** ") to an unaffiliated tenant, occupant or licensee of another building, or to facilitate the provision of Communication Services on behalf of a company that is otherwise a Communication Services provider to an unaffiliated tenant, occupant or licensee of the Building or any other building.

(I) Tenant specifically acknowledges and agrees that the terms and conditions of Article 13 of the Lease (Insurance) shall apply with full force and effect to the Rooftop Equipment Space and any other portions of the roof accessed or utilized by Tenant, its representatives, agents, employees or contractors.

(J) If Tenant defaults under any of the terms and conditions of this Section or the Lease, and Tenant fails to cure said default within the time allowed by Section 18 of the Lease, Landlord shall be permitted to exercise all remedies provided under the terms of the Lease (but Landlord may not separately remove the Rooftop Equipment as a result of an uncured default, unless permitted by law following the expiration or earlier termination of the Lease).

16.38 INTENTIONALLY OMITTED

16.39 TENANT'S SECURITY SYSTEM. Tenant, at Tenant's sole cost and expense, may (i) install its own access control system for the Premises (" **Tenant's Access Control System** "), and, (ii) upon the Substantial Full Occupancy Commencement Date, install security measures (the " **Security Measures** ") to limit public access to the exterior courtyards and bicycle racks; provided, however, (a) any such Tenant's Access Control System and Security Measures shall be compatible with all applicable Building systems, (b) Landlord shall have emergency access to Tenant's Access Control System and the Security Measures, (c) the plans and specifications for any such Tenant's Access Control System and Security Measures shall be subject to the prior approval of Landlord in all respects (which approval shall not be unreasonably withheld, delayed or conditioned), and (d) if installation of either the Tenant's Access Control System or the Security Measures requires upgrades to any Building systems, such upgrades shall be at the sole cost of Tenant. The work to install any such Tenant's Access Control System or Security Measures shall be shall be performed in accordance with this Lease, including, without limitation, Article 9. In accordance with the provisions of Section 12.2(A), Tenant shall indemnify Landlord for any claims or damages arising as a result of Tenant's Access Control System or the Security Measures except to the extent that such claims or damages are due to the negligence of Landlord or Landlord's agents or contractors.

16.40 ROOF DECK.

(A) During the Term, Tenant shall have the right to construct a rooftop deck on the roof of the Building (the " **Roof Deck** ") in the approximate location shown on Exhibit 16.40 attached hereto and incorporated herein. Subject to Force Majeure and closures for repair and maintenance, Tenant shall have the right to use the Roof Deck for Tenant's exclusive use and at no additional rental or other charge and the Roof Deck will not be included in the area of the Premises for purposes of calculating Tenant's Share and Tenant will not be required to pay a share of Operating Expenses or Taxes with respect to the Roof Deck, except that Tenant shall pay for any utilities consumed in connection with Tenant's use of the Roof Deck. Tenant is responsible to obtain all required governmental permits, licenses, and authorizations necessary for the installation and operation of the Roof Deck (the " **Roof Permits** "). Landlord shall cooperate with Tenant in such manner as Tenant may reasonably require in connection with Tenant's efforts to obtain the Roof Permits, provided that Landlord shall not be required to incur any third-party out-of-pocket costs or to incur any liability in providing such cooperation. Tenant shall not construct the Roof Deck until (i) Tenant has obtained and submitted to Landlord copies of the Roof Permits and (ii) Landlord has approved the size, design, plans, and specifications for the Roof Deck, which approval not to be unreasonably withheld, conditioned or delayed and provided that the size of the Roof Deck may not be reduced by Landlord from the size shown on Exhibit 16.40 . Tenant hereby acknowledges that Landlord's review of Tenant's proposed Roof Deck plans and specifications

may take into consideration the impact that Tenant's proposed Roof Deck may, in Landlord's reasonable judgment, have on (i) the operations of the Building and (ii) other tenants of the Building. Tenant's rights under this Section 16.40 shall be subject to all of the terms and conditions of this Lease well as the following additional conditions. If any penetrations to the roof are required in connection with any work performed pursuant to this Section 16.40, such work shall be performed by a contractor designated by Landlord. If Tenant elects to construct the Roof Deck, Tenant shall complete such construction on or before December 31, 2020.

(B) Subject to Tenant's right to use Landlord's Base Contribution (including the limitations with respect to Landlord's Base Contribution set forth in Exhibit 4.1, including the Outside Requisition Date) to install the Roof Deck, Tenant shall be solely and exclusively responsible for all costs, expenses and charges, of every kind, of construction, operating, maintaining, repairing and replacing, and the cost of repairing any damage to the Building, or the cost of any necessary improvements to the Building, caused by or as a result of the construction and/or replacement of the Roof Deck, and Landlord shall have no liability or obligation in connection therewith. In addition, Tenant shall comply with all reasonable construction rules and regulations promulgated by Landlord in connection with the construction, maintenance and operation of the Roof Deck. Landlord shall have no obligation to provide any services including, without limitation, electric current or gas service, to the Roof Deck or to provide any furniture, fixtures, or equipment in connection therewith, provided, however, Tenant shall have the right to extend the electrical service for the Premises to the Roof Deck and to install portable heaters subject to (i) Landlord's construction rules and regulations and (ii) Tenant's receipt of any required governmental approvals and permits. Landlord makes no warranties or representations to Tenant as to the suitability of the Rooftop Premises for the installation and operation of Tenant's Rooftop Equipment. In the event that at any time during the Term, Landlord determines, in its reasonable business judgment, that Tenant's use of the Roof Deck materially interferes with the operation of the Building or the business operations of any existing tenants or occupants of the Building, then Tenant shall, upon notice from Landlord, cease Tenant's use of the Roof Deck until Tenant gives Landlord reasonable assurances that such interference will cease. In connection with Landlord's review of the plans and specifications for the Roof Deck, Landlord may elect to require that Tenant remove the Roof Deck at the expiration or earlier termination of the Lease if either Landlord, in Landlord's reasonable judgment, determines that upon the expiration of the term of the Lease there will be no material residual value of the Roof Deck. If so requested by Tenant, Landlord shall specify the reasons for requiring such removal, and Tenant may thereafter submit revised plans and specifications addressing Landlord's concerns. Tenant shall not be required to remove the Roof Deck at the expiration or termination of the term of the Lease based upon Landlord's review of such revised plans and specifications if, in Landlord's reasonable judgment, Tenant has addressed Landlord's reasons for requiring removal, as aforesaid. If such revised plans and specifications do not, in Landlord's reasonable judgment, address Landlord's reasons for removal, Landlord may again elect to require that Tenant remove the Roof Deck at the expiration or earlier termination of the Lease. Notwithstanding the immediately foregoing and regardless of whether Landlord elected at plan approval to require removal of the Roof Deck, Landlord may, by giving Tenant written notice of such requirement at least ninety (90) days prior to the expiration or earlier termination of the Lease, require Tenant to remove or repair the Roof Deck at the expiration or earlier termination of the Lease, if in Landlord's reasonable business judgment the Roof Deck is then in deteriorated condition. If Landlord makes such election, then Tenant shall, on or before the expiration or termination of the term of the Lease, either, at Tenant's option: (i) repair the Roof Deck, to Landlord's reasonable satisfaction, or (ii) remove the Roof Deck and repair any damage to the Building or the roof caused by the installation or removal of the Roof Deck.

(C) So long as Tenant Occupies at least fifty four percent (54%) of the Rentable Area of the Building: (i) Landlord shall not grant any other tenants of the Building the right to have a roof deck or terrace on the roof of the Building and (ii) Landlord shall have no right to install any other roof deck or terrace as an amenity for any other tenant or occupant of the Building.

16.41 SODA FOUNTAIN. Subject to Landlord's Base Contribution (including the limitations with respect to Landlord's Base Contribution set forth in Exhibit 4.1, including the Outside Requisition Date), Tenant shall have the right to install a soda fountain (the " **Soda Fountain** ") within the Premises for use by Tenant's employees and guests, subject to Landlord's prior written approval of the plans and specifications for same and subject to Landlord's Rules and Regulations, as the same may be amended from time to time during the Term of this Lease. At the expiration or earlier termination of the Lease, Tenant shall remove the Soda Fountain and repair any damage to the Building resulting from the installation, operation, and subsequent removal of the Soda Fountain.

16.42 BASEMENT STORAGE

Effective as of the Substantial Full Occupancy Commencement Date, Landlord shall demise the Basement Storage Premises, as hereinafter defined, to Tenant, and Tenant shall lease the Basement Storage Premises from Landlord. If the Substantial Full Occupancy Commencement Date does not occur during the Term of the Lease, then this Section 16.42 shall be void and without force or effect. The " **Basement Storage Premises** " are areas in the basement of the Building containing approximately 10,000 rentable square feet and are substantially as shown on Exhibit 16.42.1 . For the avoidance of doubt, the parties acknowledge that the Basement Storage Premises do not include the Basement Put Premises (as defined in Section 3.4 and shown on Exhibit 16.42.1). The demise of the Basement Storage Premises shall be upon all of the same terms and conditions as are applicable to the Existing Premises, except that:

(A) The Commencement Date with respect to each portion of the Basement Storage Premises shall be the later of: (i) the Substantial Full Occupancy Commencement Date, or (ii) the date that Landlord delivers such portion of the Basement Storage Premises to Tenant, broom clean, free of personal property and equipment, and free and clear of tenants and occupants.

(B) The Rent Commencement Date with respect to each portion of the Basement Storage Premises shall be the Commencement Date with respect to such portion of the Basement Storage Premises.

(C) Rent payable in respect of each portion of the Basement Storage Premises (the " **Annual Fixed Basement Rent** ") shall be equal to the amount obtained by multiplying (i) the square footage of such portion of the Basement Storage Premises by (ii) the then-applicable Annual Fixed Basement Rent rental rate as set forth on the schedule attached hereto as Exhibit 16.42.2 . Monthly payments by Tenant of Annual Fixed Basement Rent shall be made at the time and in the fashion herein provided for the payment of Annual Fixed Rent.

(D) Tenant shall have no obligation to pay Operating Expenses or Taxes with respect to the Basement Storage Premises and the Basement Storage Space will not be included in the calculation of the Tenant's Share.

(E) Tenant shall take the Basement Storage Premises "as-is", without any obligation on the part of Landlord to prepare or construct the Basement Storage Premises for Tenant's occupancy, without any representation or warranty by Landlord, and without any obligation on the part of Landlord to provide any contribution or allowance toward the preparation of the Basement Storage Premises for Tenant's use.

(F) The Basement Storage Premises shall be used only for the storage of personal property in connection with the office operations of Tenant in the Premises and for no other purpose or purposes.

(G) Landlord shall have no obligation to provide any services to the Basement Storage Premises other electricity for lights in the Basement Storage Premises.

16.43 SWING BASEMENT SPACE. Tenant shall have the right, during the Term of this Lease, to lease the Swing Basement Space for ten Swing Basement Space Terms, as hereinafter defined. The " **Swing Basement Space** " shall mean the area in the basement of the Building shown on Exhibit 16.43 , except Landlord may, from time to time, substitute other comparable "crawl" storage space in the basement which is comparable to the Swing Basement Space shown on Exhibit 16.43 by written notice to Tenant. The demise of the Swing Basement Space shall be upon all of the same terms and conditions as are applicable to the Basement Storage Premises, except that:

(A) Tenant shall have no obligation to pay Annual Fixed Rent with respect to the Swing Basement Space.

(B) Each " **Swing Basement Space Term** " shall commence on the date (" **Swing Basement Space Commencement Date** ") which is fifteen (15) days after Landlord's receipt of a written notice from Tenant that Tenant desires to lease Swing Basement Space and shall expire three (3) months after such Swing Basement Space Commencement Date (the " **Swing Basement Space Expiration Date** ").

(C) On or before any Swing Basement Space Expiration Date, Tenant shall (i) surrender and yield-up the applicable Swing Basement Space in broom-clean condition, (ii) remove from the applicable Swing Basement Space all of its personal property, trade fixtures, furniture, and equipment and otherwise deliver the Swing Basement Space in the same condition in which it was in as of the commencement of the applicable Swing Basement Space Commencement Date.

(D) Landlord shall have no obligation to provide any services to the Swing Basement Space.

16.44 TERMINATION OF PRIOR LEASE. The parties hereby agree that the term of the Prior Lease shall terminate effective as of 11:59 p.m. (ET) on the day immediately preceding the Lease Commencement Date, except that (i) the Prior Seventh Amendment shall terminate retroactively effective as of October 22, 2015, and (ii) any amounts paid by Tenant pursuant to the Prior Seventh Amendment as Annual Fixed Rent with respect to the Phase I Premises shall be credited towards the next installment of Annual Fixed Rent due hereunder. The provisions of this Section 16.44 shall be self-operative and effective without the necessity of execution of any further instruments by any party.

[REMAINDER OF THIS PAGE IS LEFT BLANK]

EXECUTED as a sealed instrument by persons or officers hereunto duly authorized on the Date set forth in Section 1.1 above.

LANDLORD:

JAMESTOWN PREMIER DAVENPORT, LLC,
a Delaware limited liability company

By: /s/ Shegun Holder
Name: Shegun Holder
Title: Authorized Signatory

TENANT:

HUBSPOT, INC.,
a Delaware corporation

By: /s/ John Kinzer
Name: John Kinzer
Title: CFO

EXHIBIT 1.1.1

LEGAL DESCRIPTION

THE DAVENPORT

Beginning at a point, said point being the intersection of the westerly sideline of First Street, and the northerly sideline of Thorndike Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

N 80° 28’ 11” W	Along the northerly sideline of Thorndike Street a distance of Four Hundred and Thirty-Eight Hundred feet (400.38’) to a point said point being the intersection of the northerly sideline of Thorndike Street and the easterly sideline of Second Street, thence turning and running;
N 09° 31’ 49” E	Along the easterly sideline of Second Street a distance of Sixty and’ No Hundredths feet (60.00’), to a point, thence turning and running;
S 80° 28’ 11” E	A distance of One Hundred and No Hundredths feet (100.00’) to a point, thence turning and running;
N 09° 36’ 54” E	A distance of One Hundred Forty and Seventy-Two Hundredths feet (140.72’) to a point, said point being along the southerly sideline of Otis Street, thence turning and running;
S 80° 21’ 10” E	Along said southerly sideline of Otis Street a distance of Three Hundred and No Hundredths feet (300.00’) to a point, said point being the intersection of said southerly sideline of Otis Street and the westerly-sideline of First Street, thence turning and running;
S 09° 28’ 49” W	Along said westerly sideline of First Street a distance of Two Hundred and Eleven Hundredths feet (200.11’) to the point of beginning.

EXHIBIT 1.1.2, SHEET 1

FLOOR PLAN OF EACH PORTION OF THE PREMISES, THE ATRIUM AND THE COURTYARD

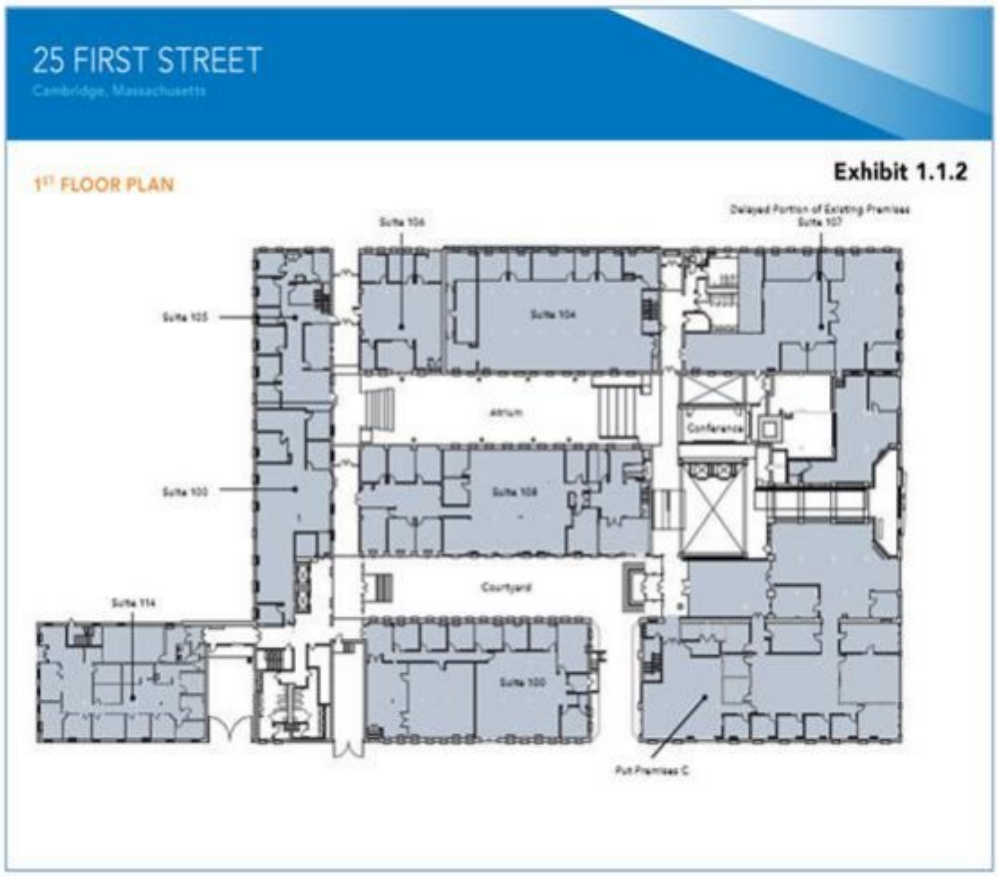


Exhibit 1.1.2

EXHIBIT 1.1.2, SHEET 2

FLOOR PLAN OF EACH PORTION OF THE PREMISES, THE ATRIUM AND THE COURTYARD

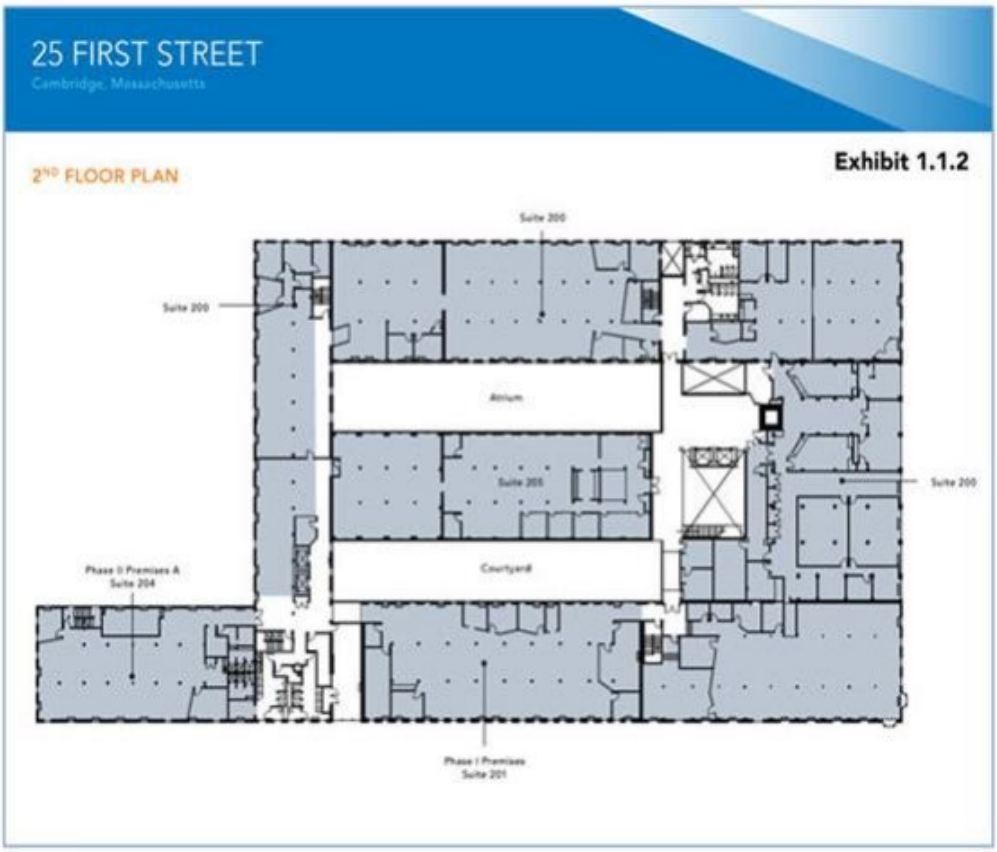


Exhibit 1.1.2

EXHIBIT 1.1.2, SHEET 3

FLOOR PLAN OF EACH PORTION OF THE PREMISES, THE ATRIUM AND THE COURTYARD

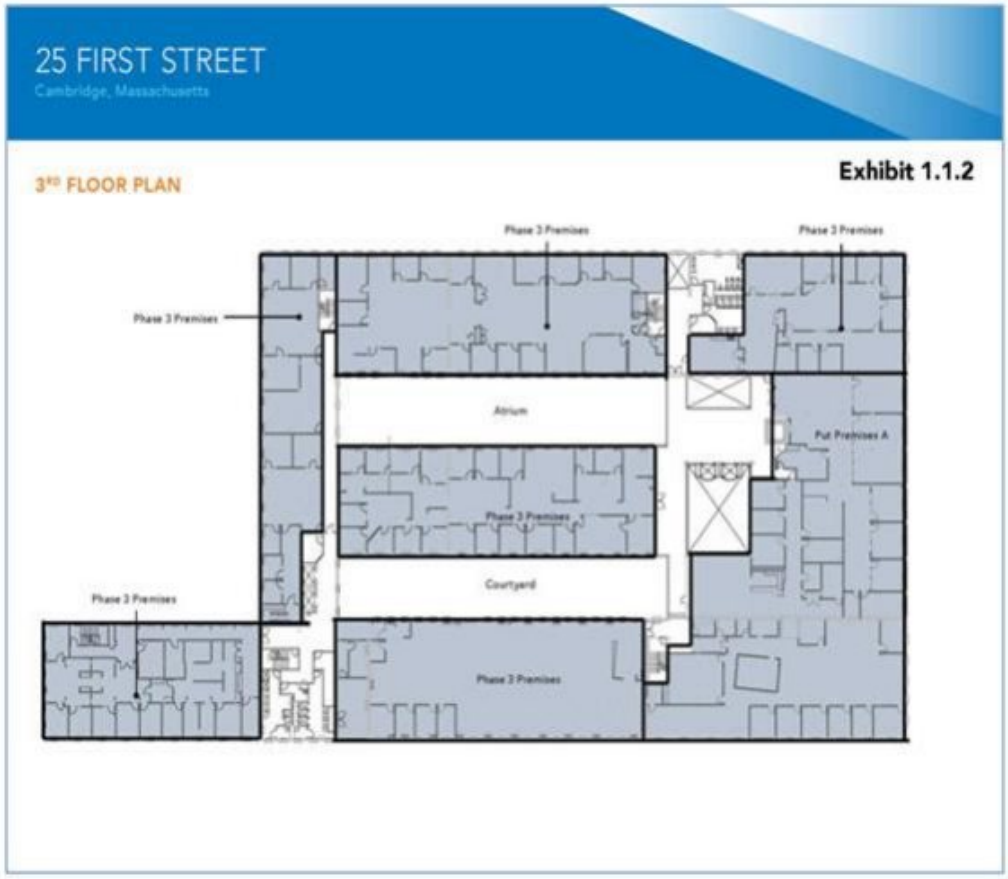


Exhibit 1.1.2

EXHIBIT 1.1.2, SHEET 4

FLOOR PLAN OF EACH PORTION OF THE PREMISES, THE ATRIUM AND THE COURTYARD

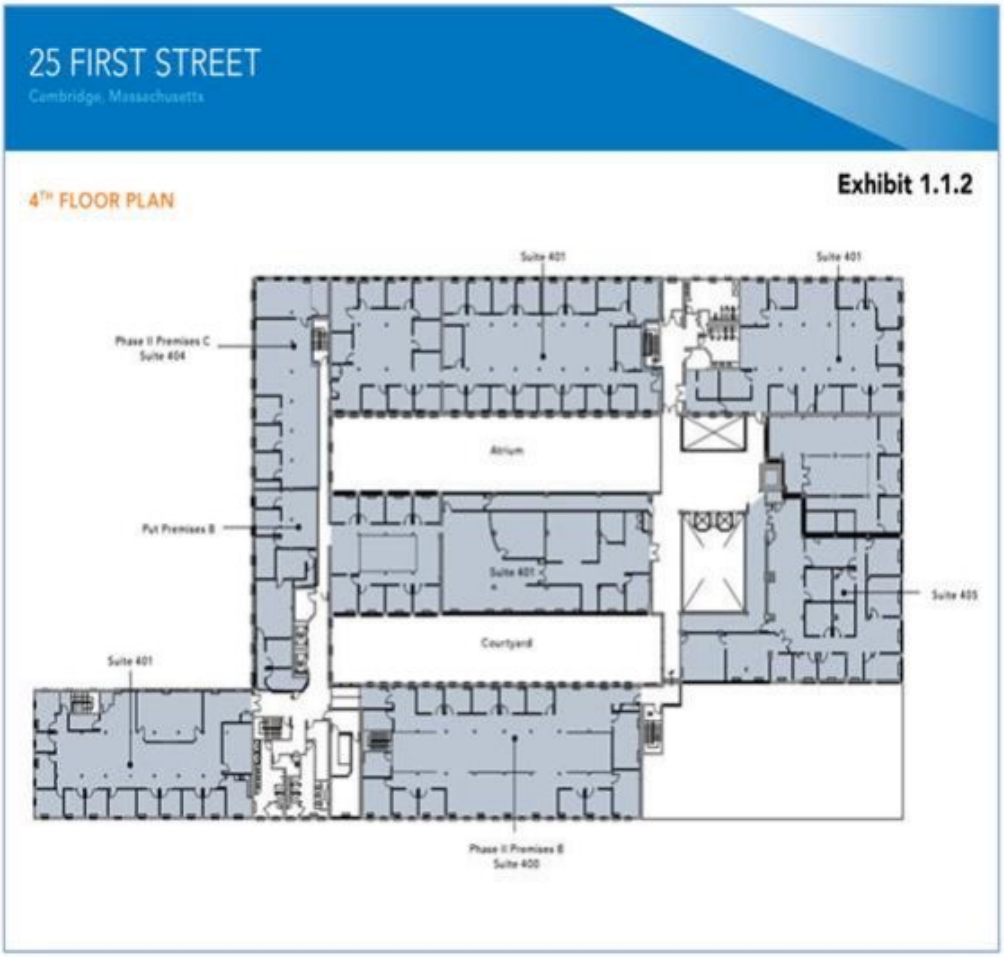


Exhibit 1.1.2

EXHIBIT 1.1.3

ANNUAL FIXED RENT RENTAL RATE PER RENTABLE SQUARE FOOT

Time Period	Annual Fixed Rent Per Rentable Square Foot
5/1/16 – 4/30/17	$53.00
5/1/17 – 4/30/18	$54.00
5/1/18 – 4/30/19	$55.00
5/1/19 – 4/30/20	$56.00
5/1/20 – 4/30/21	$57.00
5/1/21 – 4/30/22	$58.00
5/1/22 – 4/30/23	$59.00
5/1/23 – 4/30/24	$60.00
5/1/24 – 4/30/25	$61.00
5/1/25 – 4/30/26	$62.00
5/1/26 – 4/30/27	$63.00
5/1/27 – 10/31/27	$64.00

EXHIBIT 1.1.4

SAMPLE RENT CHART

Time Period	Annual Fixed Rent	Monthly Installment	Annual Fixed Rent Per Rentable Square Foot	
			Existing Premises	Expansion Premises
9/1/17 – 4/30/18	$7,847,159.00*	$653,930.00*	See Exhibit 1.1.5	$54.00
5/1/18 – 4/30/19	$8,010,327.00	$667,527.22	See Exhibit 1.1.5	$55.00
5/1/19 – 4/30/20	$8,199,998.00	$683,333.15	See Exhibit 1.1.5	$56.00
5/1/20 – 11/30/20	$8,336,045.00*	$694,670.45*	See Exhibit 1.1.5	$57.00

Time Period	Annual Fixed Rent	Monthly Installment	Annual Fixed Rent Per Rentable Square Foot
12/1/20 – 4/30/21	$10,570,536.00*	$880,878.00*	$57.00
5/1/21 – 4/30/22	$10,755,984.00	$896,332.00	$58.00
5/1/22 – 4/30/23	$10,941,432.00	$911,786.00	$59.00
5/1/23 – 4/30/24	$11,126,880.00	$927,240.00	$60.00
5/1/24 – 4/30/25	$11,312,328.00	$942,694.00	$61.00
5/1/25 – 4/30/26	$11,497,776.00	$958,148.00	$62.00
5/1/26 – 4/30/27	$11,683,224.00	$973,602.00	$63.00
5/1/27 – 10/31/27	$11,868,672.00*	$989,056.00*	$64.00

* Annualized

EXHIBIT 1.1.5

ANNUAL FIXED RENT RENTAL RATE FOR THE EXISTING PREMISES FROM NOVEMBER 1, 2015 THROUGH NOVEMBER 30, 2020

Suite 100 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 10/31/16	$34.15
11/1/16 – 10/31/17	$35.15
11/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 104 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 10/31/16	$32.65
11/1/16 – 10/31/17	$33.65
11/1/17 – 10/31/18	$34.65
11/1/18 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 105 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 11/30/15	$33.15
12/1/15 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 106 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 11/30/15	$33.15
12/1/15 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 108 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 11/30/15	$33.15
12/1/15 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 114 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 11/30/15	$33.15
12/1/15 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 200 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 11/30/15	$33.15
12/1/15 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 205 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 8/31/16	$24.15
9/1/16 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 401 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 11/30/15	$33.15
12/1/15 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Suite 405 Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
11/1/15 – 11/30/15	$33.15
12/1/15 – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

Delayed Portion of the Existing Premises

Time Period	Annual Fixed Rent Per Rentable Square Foot
Delayed Portion of the Existing Premises Commencement Date – Day Immediately Preceding the Delayed Portion of the Existing Premises Rent Commencement Date	$-0-
Delayed Portion of the Existing Premises Rent Commencement Date – 11/30/16	$34.15
12/1/16 – 11/30/17	$35.15
12/1/17 – 11/30/18	$36.15
12/1/18 – 11/30/19	$37.15
12/1/19 – 11/30/20	$38.15

EXHIBIT 2.1

REVISED RENTABLE AREA OF PREMISES AND PUT PREMISES BEFORE AND AFTER THE SUBSTANTIAL FULL OCCUPANCY COMMENCEMENT DATE

Portion of the Premises	Prior to Substantial Full Occupancy Commencement Date	On and After Substantial Full Occupancy Commencement Date
Existing Premises		
Suite 100 Portion of the Existing Premises	8,794	8,882
Suite 104 Portion of the Existing Premises	5,631	5,688
Suite 105 Portion of the Existing Premises	2,269	2,292
Suite 106 Portion of the Existing Premises	2,207	2,229
Suite 108 Portion of the Existing Premises	6,337	6,401
Suite 114 Portion of the Existing Premises	4,095	4,136
Suite 200 Portion of the Existing Premises	35,803	36,162
Suite 205 Portion of the Existing Premises	8,258	8,341
Suite 401 Portion of the Existing Premises	32,134	32,456
Suite 405 Portion of the Existing Premises	6,426	6,490
Delayed Portion of the Existing Premises	6,607	6,673
Total	***118,561***	***119,750***
Expansion Premises		
Phase I Premises	8,143	8,225
Phase II Premises A	4,996	5,046
Phase II Premises B	8,202	8,284
Phase II Premises C	2,712	2,739
Phase III Premises	42,834	43,264
Total	***66,887***	***67,558***
Put Premises (if Tenant does not lease the Basement Put Premises)		
Put Premises A	16,451	16,616
Put Premises B	2,223	2,245
Put Premises C	10,440	10,545
Total	***29,114***	***29,406***
Put Premises (if Tenant leases the Basement Put Premises)		
Put Premises A	16,451	16,616
Put Premises B	2,223	2,245
Put Premises C	10,440	10,545
Basement Put Premises	N/A	6,078*
Total	***29,114***	***35,379******

* Subject to Sections 3.4(A) and 3.4(C) of the Lease

EXHIBIT 2.2.1, SHEET 1

FLOOR PLAN OF CERTAIN COMMON AREAS ON FLOOR 2

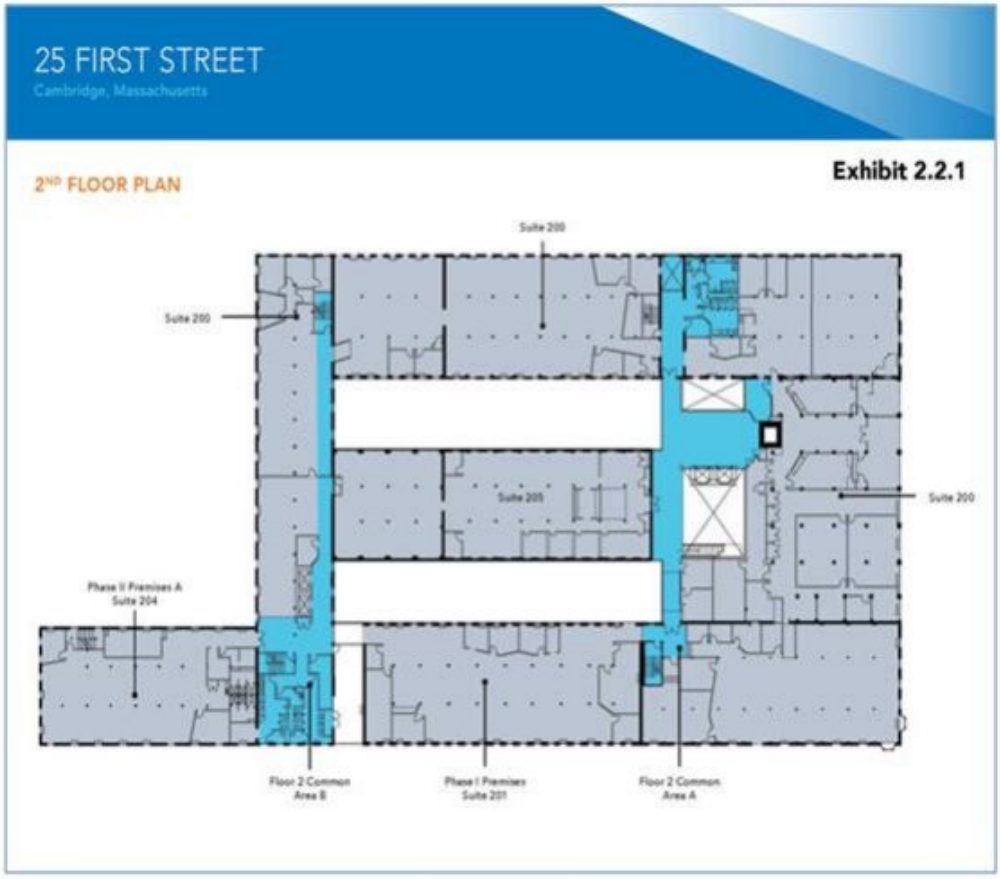


Exhibit 2.2.1

EXHIBIT 2.2.1, SHEET 2

FLOOR PLAN OF CERTAIN COMMON AREAS ON FLOOR 3

Exhibit 2.2.1

EXHIBIT 2.2.1, SHEET 3

FLOOR PLAN OF CERTAIN COMMON AREAS ON FLOOR 4

Exhibit 2.2.1

EXHIBIT 3.1

FORM OF COMMENCEMENT DATE AGREEMENT

Reference is made to that certain Lease dated , 20 , by and between **JAMESTOWN PREMIER DAVENPORT, LLC** , a Delaware limited liability company (hereinafter referred to as " **Landlord** "), and **HUBSPOT, INC.** , a Delaware corporation (hereinafter referred to as " **Tenant** ").

This Commencement Date Agreement is applicable to the following Portion of the Premises demised under said Lease: rentable square feet on the floor of the Building (i.e., Phase).

Landlord and Tenant hereby confirm and agree that: (i) the Commencement Date with respect to such Portion of the Premises is , and (ii) the Rent Commencement Date with respect to such Portion of the Premises is .

This Commencement Date Agreement is executed as a sealed instrument as of , 20 .

LANDLORD :

JAMESTOWN PREMIER DAVENPORT, LLC ,
a Delaware limited liability company

By _____
Name:
Title:

TENANT :

HUBSPOT, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT 3.3

LEASES FOR THE PUT PREMISES TENANTS

	Put Premises A	Put Premises B	Put Premises C
Name of Tenant	**ATLAS VENTURES**	**ATLAS VENTURES**	**NPG**
Location	**Third (3rd) Floor**	**Fourth (4th) Floor**	**First (1st) Floor**
Rentable Square Feet (prior to the Substantial Full Occupancy Commencement Date)	**16,451**	**2,223**	**10,440**
Rentable Square Feet (after the Substantial Full Occupancy Commencement Date)	**16,616**	**2,245**	**10,545**
Expiration Date	**10/31/1017**	**10/31/2017**	**4/30/2018**
Tenant Options	**One (1) period of five years**	**One (1) period of five years**	**One (1) period of five years**

EXHIBIT 3.4.1

FLOOR PLAN OF THE BASEMENT PUT PREMISES

EXHIBIT 3.4.2

BASEMENT PUT PREMISES ANNUAL FIXED RENT RENTAL RATE

Time Period	Annual Fixed Rent Per Rentable Square Foot
5/1/16 – 4/30/17	$47.00
5/1/17 – 4/30/18	$48.00
5/1/18 – 4/30/19	$49.00
5/1/19 – 4/30/20	$50.00
5/1/20 – 4/30/21	$51.00
5/1/21 – 4/30/22	$52.00
5/1/22 – 4/30/23	$53.00
5/1/23 – 4/30/24	$54.00
5/1/24 – 4/30/25	$55.00
5/1/25 – 4/30/26	$56.00
5/1/26 – 4/30/27	$57.00
5/1/27 – 10/31/27	$58.00

EXHIBIT 3.4.3

BASEMENT PUT PREMISES DELIVERY CONDITION

1. A contiguous vapor barrier installed at all exterior walls, including fire stopping per code to the extent required for the existing (i.e., as of the Execution Date of the Lease) condition.
2. Exterior walls framed with a metal stud wall, insulation and one layer of gypsum board at approximate limit of existing concrete curb.
3. A *West Mechanical Room* constructed approximately 6'×10' in plan. This room will house a future heat pump, and city sanitary drain connections to the street.
4. An *East Mechanical Room* constructed approximately 6' × 20' in plan. This room will house the existing water main valves, and future heat pump.
5. (2) Existing condensers hung from ceiling relocated to the *East Mechanical Room* .
6. (1) Existing hot water heater hung from ceiling relocated to the *East Mechanical Room* .
7. Shell condition life safety devices installed including horn strobe and exit signs.
8. Relocation of existing sanitary drain piping to the exterior perimeter of the space and as close as existing conditions and code required pitch allows.
9. Relocation of welded condenser water piping to the exterior perimeter and or tight to the underside of framing, as code and other drain piping taking precedence allows.
10. Relocation of electrical conduit to perimeter walls and or above elevation of existing sprinkler pipe.
11. Removal of abandoned electrical conduit.
12. Removal of abandoned ductwork at the exterior wall.
13. Removal of abandoned piping and under slab conduit.
14. Nominal ceiling height of 7'-0" from slab elevation to lowermost piping.
15. Perimeter walls sheetrocked and ready for wall covering.

Existing Utility and Egress Conditions:

1. Code complaint sprinkler coverage.
2. Shell condition life safety devices.
3. Sanitary drain invert at approximately 48" above finished floor.
4. Access to cold water connection.
5. Fresh air and exhaust venting access via exterior windows.
6. Routing for electrical feeders from main distribution panel.
7. Bringing electrical capacity comparable to Floors 1-4 to the Basement Put Premises.
8. Routing for data feeders from telecom distribution room.
9. Access to building egress stairwell.
10. HVAC equipment with tonnage capable of serving 500 per square foot per ton

EXHIBIT 4.1

WORK LETTER

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of the 1 st day of November, 2015 (the " **Amended and Restated Lease** "), by and between **JAMESTOWN PREMIER DAVENPORT, LLC** , a Delaware limited liability company, (" **Landlord** ") and **HUBSPOT, INC.** , a Delaware corporation (" **Tenant** ").

1. EXISTING PREMISES.

A. " *As-is Condition* ". Tenant confirms and acknowledges that Tenant is currently in possession of the Existing Premises and is operating its business therein pursuant to the provisions of the Lease. Tenant is aware of the existing condition of the Existing Premises and agrees that, subject to Section 5.1(C) of the Lease, as of the Execution Date (a) to take the Existing Premises on a strictly "as-is" and "where is" condition, provided, however, the foregoing shall not limit Landlord's repair and other obligations under this Lease, (b) that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Existing Premises or the Building except as expressly set forth herein, and (c) that Landlord has no obligation to perform any work, supply any materials, incur any expense (except for Landlord's Base Contribution, as hereinafter defined) or make any alterations, additions or improvements to the Existing Premises. Nothing herein contained shall in any way diminish or affect Landlord's on-going repair, maintenance and/or replacement or service obligations under Article 7 of the Lease.

B. *Tenant's Existing Premises Work* . Tenant may perform the leasehold improvements to refurbish the Existing Premises (" **Tenant's Existing Premises Work** ") in accordance with plans and specifications (" **Tenant's Existing Premises Plans** "), which shall be submitted to Landlord for its approval, as hereinafter set forth. Tenant's Existing Premises Work shall be performed in accordance with Article 9 of the Lease. Except for Landlord's Base Contribution, Tenant's Existing Premises Work shall be performed at Tenant's sole cost and expense, using Building standard methods, materials, and finishes. Notwithstanding anything to the contrary contained in the Lease, Tenant shall be permitted to use its own general contractor and subcontractors to perform Tenant's Existing Premises Work, which contractors and subcontractors shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall not be required to use union labor for the Tenant's Existing Premises Work unless required by law.

C. *Labor Harmony Delay* . Each party shall use reasonable efforts to cause its contractors and labor performing any work in or about the Building to work harmoniously together. However, if any Project (as hereinafter defined) performed, on or before February 1, 2018, by Tenant with respect to any Portion of the Premises is actually delayed by reason of labor disputes arising solely from contractors or labor engaged by or under Landlord (" **Labor Harmony Delay** "): (i) Landlord and Tenant shall each use reasonable, good faith efforts (including, without limitation, authorizing overtime work and other measures and, with respect to Landlord, postponing any work by Landlord which may reasonably overcome the delay in the performance of the Project arising from such Labor Harmony Delay), an (ii) so long as Tenant uses such reasonable efforts, any such Labor Harmony Delay shall be deemed to be a Landlord Delay with respect to such Project. For the avoidance of doubt, in no event shall there be any Landlord Delay arising from any Labor Harmony Delay with respect to any period of time when Landlord is not engaging any contractor or labor in or about the Building who is involved in a labor dispute or causing any labor disharmony. Landlord shall not designate the Building as a union building at any time prior to February 1, 2018.

2. EXPANSION PREMISES.

A. Each Portion of the Expansion Premises shall be leased by Tenant "as-is" and "where is", in the condition in which such Portion of the Expansion Premises is in as of the respective Commencement Date with respect to such Portion of the Expansion Premises but subject to Section 5.1(C), and without Landlord or Landlord's agents having made any representations or warranties with respect to the Expansion Premises or the Building, provided, however, nothing herein contained shall in any way diminish or affect

Landlord's on-going repair, maintenance and/or replacement or service obligations under Article 7 of the Lease. Except as expressly set forth herein, Landlord has no obligation to perform any work, supply any materials, incur any expense (except for Landlord's Base Contribution) or make any alterations, additions or improvements to the Expansion Premises.

B. Tenant's Expansion Premises Work . Tenant shall perform the leasehold improvements to prepare the Delayed Portion of the Existing Premises and the Expansion Premises for Tenant's occupancy (" **Tenant's Expansion Premises Work** ") in accordance with plans and specifications (" **Tenant's Expansion Premises Plans** "), which shall be submitted to Landlord for its approval, as hereinafter set forth. Tenant's Expansion Premises Work shall be performed in accordance with Article 9 of the Lease. Except for Landlord's Base Contribution, Tenant's Expansion Premises Work shall be performed at Tenant's sole cost and expense, using Building standard methods, materials, and finishes. Notwithstanding anything to the contrary contained in the Lease, Tenant shall be permitted to use its own general contractor and subcontractors to perform Tenant's Expansion Premises Work, which contractors and subcontractors shall be subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall, as part of Tenant's Expansion Premises Work, incur at least $40.00 per rentable square foot in Permitted Costs, as hereinafter defined, for leasehold improvements in each Portion of the Expansion Premises. Tenant shall not be required to use union labor for the Tenant's Expansion Premises Work unless required by law.

3. LANDLORD'S BASE CONTRIBUTION

A. Landlord's Base Contribution . Landlord shall, in the manner hereinafter set forth, provide Tenant with Landlord's Base Contribution to be used to pay for Permitted Costs, as hereinafter defined, incurred by Tenant in connection with Tenant's Existing Premises Work and Tenant's Expansion Premises Work. Landlord's Base Contribution shall not exceed $7,758,706.83 (" **Maximum Contribution** "). " **Permitted Costs** " shall be defined as Hard Costs and Soft Costs, each as hereinafter defined. " **Hard Costs** " shall be defined as the cost of acquisition and installation of leasehold improvements, demolition, common area work, and building permits, construction management fees, the cost of relocating the reception desk pursuant to Section 2.2(D) of the Lease and the cost of constructing the Roof Deck and the Soda

Fountain. " **Soft Costs** " shall include the costs of furniture, fixtures and equipment installed by Tenant in the Existing Premises and/or Expansion Premises, architectural, engineering and design fees and data/telecom cabling. " **Signage Costs** " shall include any costs associated with the installation of signage pursuant to the signage rights granted to Tenant herein. " **Landlord's Base Contribution** " shall be the lesser of (i) the actual Permitted Costs incurred by Tenant and (ii) the Maximum Contribution. Each of the following shall be defined as a " **Project** ": (a) the initial improvements constructed by Tenant in the Existing Premises (except the Delayed Portion of the Existing Premises) shall be deemed to be a single "Project" (the " **Existing Premises Project** "), (b) the initial improvements constructed by Tenant in the Delayed Portion of the Existing Premises shall be deemed to be a single "Project", (c) the initial improvements constructed by Tenant in each of the five Portions of the Expansion Premises (i.e., Tenant's Expansion Premises Work in each of the five Portions of the Expansion Premises) shall each be defined as a single "Project", and (d) Tenant may designate, by written notice to Landlord up to ten (10) separate Common Area Projects (each, a " **Common Area Project** "), each of which shall consist of initial leasehold improvements made by Tenant to the Common Areas of the Building and the Lot, including the Roof Deck. Landlord shall receive a Construction Management Fee with respect to each Project, which Construction Management Fee shall, subject to the next following sentence, be equal to one percent (1%) of the sum of (i) Hard Costs plus (ii) any architectural, engineering and designs costs incurred with respect to any such Project. Such Construction Management Fee shall be deducted from Landlord's Base Contribution. Tenant shall also reimburse Landlord for any reasonable third party fees (e.g., the cost of reviewing Tenant's plans by a structural engineer, MEP engineer and/or security consultant, if Landlord reasonably deems that such review is necessary) incurred to review Tenant's plans for each Project. Notwithstanding the foregoing, the amount of Construction Management Fee with respect to the Existing Premises Project shall be reduced by $4,308.12.

B. Disbursement Procedures .

(1) Except in connection with disbursement of Soft Costs (see Section 3B(2) below), Tenant shall only have the right to submit Requisitions on account of Landlord's Base Contribution upon final completion of each Project. Provided there shall then exist no monetary or material non-monetary default of Tenant under the Lease at the time that Tenant submits a requisition (" **Requisition** ") to reimbursed by Landlord from Landlord's Base Contribution for Permitted Costs incurred by Tenant in performing a Project, Landlord shall pay the cost of the work shown on such Requisition within thirty (30) days of Landlord's receipt of such Requisition. If requested by Tenant at the time of Tenant's submission of such Requisition, Landlord shall make such payment directly to Tenant's contractor(s). If Landlord declines to fund any Requisition on the basis of a default of Tenant under the Lease, provided that the Lease is in full force and effect and Tenant cures such default in accordance with the terms and conditions of the Lease, then, subject to the provisions set forth herein, Tenant shall have the right to resubmit such declined Requisition, and Landlord shall pay any amounts properly due under such resubmitted Requisition. Each Tenant Requisition shall be accompanied by the following: (i) a reasonably detailed breakdown of the Permitted Costs for the Project in question, (ii) copies of all Applications for Payment (substantially on the standard AIA form) from Tenant's contractor for all contractor charges included in the Requisition, (iii) copies of invoices for any architectural fees and other costs not covered by a contractor's Application for Payment that are included in the Tenant's Requisition, (iv) a certification by an appropriate officer of Tenant or by Tenant's architect that all of the construction work to be paid for Landlord's Base Contribution has been completed in a good and workmanlike manner, in accordance plans and specifications approved by Landlord, (v) final executed waivers of mechanic's or material supplier's liens (in the form attached hereto at Schedule 1) waiving, releasing and relinquishing all liens, claims and rights to lien under Applicable Laws on account of any labor, materials and/or equipment furnished by any party with respect to the work shown on the Requisition, and (vi) a certification by an appropriate officer of Tenant that Tenant has made (or upon receipt of the amount requested in the Tenant's Requisition shall make) full payment for all of the work and other costs in connection with such Project. Such Requisition shall also be accompanied by all items required to be delivered by Tenant in connection with such Project pursuant to Article 9 of the Lease.

(2) *Soft Cost Requisitions* . Notwithstanding the foregoing, after the commencement of the performance of leasehold improvements for any Project, Tenant may, in accordance with the provisions of this Section 3B(2), submit Soft Costs Requisitions, as hereinafter defined, to Landlord, for payment of Soft Costs incurred by Tenant in connection with such Project on a monthly basis. Soft Cost Requisitions may not be submitted more frequently than one time per calendar month. A " **Soft Cost Requisition** " shall consist of a written request for payment which is accompanied by (a) paid invoices with respect to evidencing the amount of Soft Costs sought to be reimbursed pursuant to such Soft Cost Requisition, and (b) if the architect, vendor or other service provider has the right to record mechanics liens based upon the service or item covered by such Soft Cost Requisition, written lien waivers, in form reasonably acceptable to Landlord, from such architect, vendor or other service provider. For the avoidance of doubt, Tenant's right to submit monthly Soft Cost Requisitions shall be subject to the Soft Cost Cap (as such term is defined below). Provided there shall then exist no monetary or material non-monetary default of Tenant under the Lease at the time that Tenant submits a requisition to be reimbursed by Landlord from Landlord's Base Contribution for Permitted Costs Landlord shall pay the cost of the work shown on such Soft Cost Requisition within thirty (30) days of Landlord's receipt of such Soft Cost Requisition. If Landlord declines to fund any Soft Cost Requisition on the basis of a monetary or material non-monetary default of Tenant under the Lease, provided that the Lease is in full force and effect and Tenant cures such default in accordance with the terms and conditions of the Lease, then, subject to the provisions set forth herein, Tenant shall have the right to resubmit such declined Soft Cost Requisition, and Landlord shall pay any amounts properly due under such resubmitted Soft Cost Requisition.

(3) *Tenant's Right of Offset* . If Landlord fails timely to pay any portion of Landlord's Base Contribution properly due to Tenant pursuant to this Exhibit 4.1, and if Landlord fails to cure such failure within ten (10) days after Landlord receives written notice of such failure from Tenant, then Tenant shall have the right to deduct such amount from the next installment(s) of Annual Fixed Rent thereafter due under the Lease. Any dispute as to whether Landlord has properly withheld any payment of Landlord's Base Contribution shall be resolved in accordance with the arbitration procedures set forth in Section 16.33.

C. Conditions to Payment of Landlord's Base Contribution . Notwithstanding anything to the contrary herein contained:

(1) Except with respect to work and/or materials previously paid for by Tenant, as evidenced by paid invoices and written lien waivers provided to Landlord, Landlord shall have the right with respect to any Tenant contractor or vendor that has filed a lien against the Property for work performed, or claimed to be performed, which has not been discharged or bonded over, to have Landlord's Base Contribution paid to both Tenant and such contractor or vendor jointly, or directly to such contractor or vendor.

(2) Landlord shall have no obligation to pay Landlord's Base Contribution in respect of any Requisition submitted after December 31, 2020 (the " **Outside Requisition Date** ").

(3) Tenant shall not be entitled to any unused portion of Landlord's Base Contribution.

(4) Tenant may not use more than ten percent (10%) of Landlord's Base Contribution to pay for Soft Costs (the " **Soft Cost Cap** ").

(5) Tenant may not use Landlord's Base Contribution to pay for Signage Costs.

4. PLANS

Landlord and Tenant shall cooperate with each other in the design process for each Project (collectively, " **Tenant's Work** "). Tenant shall submit to Landlord for Landlord's approval a full set of construction drawings for each Project (collectively "the **Plans** "), at least twenty one (21) days prior to Tenant's anticipated work start date for such Project. The Plans shall contain at least the information required by, and shall conform to the requirements of, applicable law, and shall contain all information required for the issuance of a building permit for the work shown thereon. Landlord must approve or state the reasons for disapproval of the Plans within seven (7) business days of receipt of the Plans. Landlord's approval of the Plans shall not be unreasonably withheld, conditioned or delayed. Landlord's approval is solely given for the benefit of Landlord under this Section 5 and neither Tenant nor any third party shall have the right to rely upon Landlord's approval of Tenant's plans for any other purpose whatsoever. Tenant shall be responsible for all elements of the design of Tenant's Plans (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's Plans shall in no event relieve Tenant of the responsibility for such design.

5. QUALITY AND PERFORMANCE OF WORK.

(A) Quality of Work . All construction work required or permitted by this Lease shall be done in a good and workmanlike manner and in compliance with all Applicable Laws and all insurance requirements.

(B) Correction of Defects . Tenant warrants to Landlord that Tenant's Work will be performed free from defects in workmanship and materials (" **Tenant's Warranty** "). Tenant's Warranty shall be subject to the exclusions which are set forth in Section 3.5.1 of the form A201

General Conditions published by the American Institute of Architects (1997 edition). Tenant's obligations under this Section 8(B) shall only apply during the Warranty Period, as hereinafter defined. The " **Warranty Period** " shall be twelve (12) months after the applicable Commencement Dates; however, Tenant agrees to notify Landlord promptly after Tenant's discovery of any alleged defect. The Warranty Period shall apply to any defect which Tenant either discovers or of which Landlord notifies Tenant during such Warranty Period. Tenant agrees to correct or repair, at Tenant's expense, items which are in breach of Tenant's Warranty or which do not conform materially to the work contemplated in Tenant's Plans.

6. DISPUTES. Any dispute between the parties with respect to the provisions of this Exhibit shall be submitted to arbitration in accordance with Section 16.

SCHEDULE 1

FORMS OF

PARTIAL WAIVER OF LIEN
(Contractor)

COMMONWEALTH OF MASSACHUSETTS: Date: _____

_____COUNTY Application for Payment No.: _____

OWNER: _____

CONTRACTOR: _____

1.	Original Contract Amount:	$ _____
2.	Approved Change Orders:	$ _____
3.	Adjusted Contract Amount: (line 1 plus 2)	$ _____
4.	Completed to Date:	$ _____
5.	Less Retainage:	$ _____
6.	Total Payable to Date: (line 4 less line 5)	$ _____
7.	Less Previous Payments:	$ _____
8.	Current Amount Due: (line 6 less line 7)	$ _____
9.	Pending Change Orders:	$ _____
10.	Disputed Claims:	$ _____

The undersigned who has a contract with for furnishing labor or materials or both labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building or structure or other improvement of real property known and identified as located in (city or town), County, Commonwealth of Massachusetts and owned by , upon receipt of ($) in payment of an invoice/requisition/application for payment dated does hereby:

(a) waive any and all liens and right of lien on such real property for labor or materials, or both labor and materials, or rental equipment, appliances or tools, performed or furnished through the following date: ("Application for Payment Date"), except for retainage, unpaid, agreed or pending change orders, and disputed claims ("Disputed Claims") as stated above;

(b) release and forever discharge the Owner, and its subsidiaries, officers, directors, agents, attorneys, successors, and assigns of and from all debts, demands, actions, causes of action, liens, suits, accounts, covenants, contracts, bonds, claims, damages, and any and all claims, demands and liabilities whatsoever, of every name and nature, both in law and equity, which the undersigned now has, ever had or ever will have, whether known or unknown, arising from, in connection with, or in any way relating to any work or labor performed and any materials, machinery, equipment, services, insurance, bonds or supplies furnished in connection with the Project through the Application for Payment Date; and

(c) certify and warrant that all persons, parties, or entities that furnished materials and performed labor, or either, to, for or through the undersigned in connection with the Project have been paid in full and the undersigned further certifies and warrants that all taxes, benefits, assessments and bills of any other descriptive title for labor performed, materials furnished, and equipment supplied to, for or through the undersigned through the Application for Payment Date in connection with the Project have been paid in full.

The undersigned intends that this instrument shall be a recordable notice within the meaning of G.L.c.254, §10 partially dissolving any lien which the undersigned may now have or be entitled to have on account of work performed through Application for Payment Date to the extent payment is received, except for the Disputed Claims amount, if any.

Signed under the penalties of perjury this day of , 20 .

CONTRACTOR

By: _____
(Name) (Title)
Hereunto Duly Authorized

_____
Witness Date

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF , 201

On this day of , 201 , before me, the undersigned notary public, personally appeared who proved to me through satisfactory evidence of identification, which was , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as of .

_____
Notary Public
My commission expires:

Schedule 1

SUBCONTRACTOR'S LIEN WAIVER

General Contractor: _____

Subcontractor: _____

Owner: _____

Project: _____

Total Amount Previously Paid: $ _____

Amount Paid This Date: $ _____

Retainage (Including This Payment) Held to Date: $ _____

In consideration of the receipt of the amount of payment set forth above and any and all past payments received from the Contractor in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums due for all labor, materials and/or equipment furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all claims, suits, liens and rights under any Notice of Identification, Notice of Contract or statement of account with respect to the Owner, the Project and/or against the Contractor on account of any labor, materials and/or equipment furnished through the date hereof.

The undersigned individual represents and warrants that he is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document binds the undersigned to the extent that the payment referred to herein is received.

The undersigned represents and warrants that it has paid in full each and every sub-subcontractor, laborer and labor and/or material supplier with whom undersigned has dealt in connection with the Project and the undersigned agrees at its sole cost and expense to defend, indemnify and hold harmless the Contractor against any claims, demands, suits, disputes, damages, costs, expenses (including attorneys' fees), liens and/or claims of lien made by such sub-subcontractors, laborers and labor and/or material suppliers arising out of or in any way related to the Project.

Schedule 1

Signed under the penalties of perjury as of this day of 201 .

SUBCONTRACTOR:

Signature and Printed Name of
Individual Signing this Lien Waiver

WITNESS:

Name:
Title:

Dated:

CONTRACTOR'S WAIVER OF CLAIMS AGAINST OWNER AND ACKNOWLEDGMENT OF FINAL PAYMENT

Commonwealth of Massachusetts

Date:

COUNTY OF

Invoice No.:

OWNER:

CONTRACTOR:

PROJECT:

1. Original Contract Amount: $
2. Approved Change Orders: $
3. Adjusted Contract Amount: $
4. Sums Paid on Account of Contract Amount: $
5. Less Final Payment Due: $

The undersigned being duly sworn hereby attests that when the Final Payment Due as set forth above is paid in full by Owner, such payment shall constitute payment in full for all labor, materials, equipment and work in place furnished by the undersigned in connection with the aforesaid contract and that no further payment is or will be due to the undersigned.

Schedule 1

The undersigned hereby attests that it has satisfied all claims against it for items, including by way of illustration but not by way of limitation, items of: labor, materials, insurance, taxes, union benefits, equipment, etc. employed in the prosecution of the work of said contract, and acknowledges that satisfaction of such claims serves as an inducement for the Owner to release the Final Payment Due.

The undersigned hereby agrees to indemnify and hold harmless the Owner from and against all claims arising in connection with its Contract with respect to claims for the furnishing of labor, materials and equipment by others. Said indemnification and hold harmless shall include the reimbursement of all actual attorney's fees and all costs and expenses of every nature, and shall be to the fullest extent permitted by law.

The undersigned hereby irrevocably waives and releases any and all liens and right of lien on such real property and other property of the Owner for labor or materials, or both labor and materials, or rental equipment, appliances or tools, performed or furnished by the undersigned, and anyone claiming by, through, or under the undersigned, in connection with the Project.

The undersigned hereby releases, remises and discharges the Owner, any agent of the Owner and their respective predecessors, successors, assigns, employees, officers, shareholders, directors, and principals, whether disclosed or undisclosed (collectively "Releasees") from and against any and all claims, losses, damages, actions and causes of action (collectively "Claims") which the undersigned and anyone claiming by, through or under the undersigned has or may have against the Releasees, including, without limitation, any claims arising in connection with the Contract and the work performed thereunder.

Notwithstanding anything to the contrary herein, payment to the undersigned of the Final Payment Due sum as set forth above, shall not constitute a waiver by the Owner of any of its rights under the contract including by way of illustration but not by way of limitation guarantees and/or warranties. Payment will not be made until a signed waiver is returned to Owner.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned.

Signed under the penalties of perjury as of this day of , .

_____ Corporation

By: _____
Name: _____
Title: _____
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this day of , 201 , before me, the undersigned notary public, personally appeared , proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as for , a corporation/partnership voluntarily for its stated purpose.

_____
NOTARY PUBLIC
My Commission Expires:

Schedule 1

SUBCONTRACTOR'S FINAL LIEN WAIVER, RELEASE AND INDEMNIFICATION

PROJECT: _____
OWNER: _____
CONTRACTOR: _____
SUBCONTRACTOR: _____

Total Amount Previously Paid: $ _____

Retainage Held to Date: $ _____

Final Amount Due: $ _____

Amount Paid This Date: $ _____

In consideration of the receipt of the amount of payment set forth above, which payment represents the final payment due to the undersigned in connection with the Project and the work performed by the Subcontractor in connection with the Project, the Subcontractor does hereby:

(a) acknowledge, warrant, represent, and agree that, upon receipt of the final payment referenced above, the undersigned will have been paid in full for all compensation due to the undersigned, and anyone claiming by, through, or under the undersigned, in connection with the Project;

(b) irrevocably waive and release any and all liens and right of lien on such real property and other property of the owner for labor or materials, or both labor and materials, or rental equipment, appliances or tools, performed or furnished by the undersigned, and anyone claiming by, through, or under the undersigned, in connection with the Project; and

(c) release, remise and discharge the Owner, any partner of Owner, any agent of the Owner, the Contractor, and their respective predecessors, successors, assigns, employees, officers, shareholders, directors, and principals, whether disclosed or undisclosed (collectively "Releasees") from and against any and all claims, losses, damages, actions and causes of action (collectively "Claims") which the undersigned and anyone claiming by, through or under the undersigned has or may have against the Releasees, including, without limitation, any claims arising in connection with the Contract and the work performed thereunder.

(d) warrants, represents and guarantees that all labor, services, materials, fixtures, apparatus and/or equipment covered by this or any previous application for payment have been incorporated into the Project and title has passed to the Owner or, in the case of materials, fixtures, apparatus and/or equipment stored at the site or at some other location previously agreed to by the Owner, title will pass to the Owner upon receipt of the Final Amount Due, free and clear of all liens, claims, security interests or encumbrances.

(e) warrants, represents and guarantees that no labor, services, materials, fixtures, apparatus and/or equipment provided by the Subcontractor, or any previous Application for Payment, have been acquired subject to an agreement under which any interest or encumbrance is retained by the seller or any other person.

Without limiting the foregoing, the undersigned acknowledges and agrees that it has been paid all sums due for all labor, materials and/or equipment furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all claims, suits, liens and rights under any Notice of Indemnification, Notice of Contract or statement of account with respect to the Contract, the Owner/Releasees, and/or the Project on account of any labor, materials and/or equipment furnished thereunder.

Schedule 1

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned.

The undersigned represents and warrants that it has paid through the date of the prior requisition, and it will pay in full, from the payment received from Contractor, each and every sub-subcontractor (of whatever tier), laborer and labor and/or materials supplier with whom undersigned has dealt in connection with the Project and all taxes and benefits on account thereof and the undersigned agrees at its sold cost and expenses to defend, indemnify and hold harmless the Owner/Releasees against any claims, demands, suits, disputes, damages, costs, expenses (including attorneys' fees), liens and/or claims of lien made by such sub-subcontractors, laborers and labor and/or material suppliers arising out of or in any way related to the Project. This document is to take effect as a sealed document.

Signed under the penalties of perjury as of this day of , 201 .

Corporation

By: _____

Title Date
Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF , 201

On this day of , 201 , before me, the undersigned notary public, personally appeared who proved to me through satisfactory evidence of identification, which was , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as of .

_____
Notary Public
My commission expires:

Schedule 1

EXHIBIT 16.10

LIST OF MORTGAGEES

1. JPMorgan Chase Bank, N.A., Commercial Real Estate Loan Administrator, 700 N. Pearl Street, 13th Floor, Dallas, Texas 75201 (attention: CRELA Manager)

EXHIBIT 16.13

FORM OF SNDA WITH EXISTING MORTGAGEE

JPMORGAN CHASE BANK, N.A.
(Mortgagee)

- and -

HUBSPOT, INC.
(Tenant)

- and -

JAMESTOWN PREMIER DAVENPORT, LLC
(Landlord)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Dated: As of December 14, 2015

Location: The Davenport Building, 25 First Street, Cambridge, Massachusetts

PREPARED BY AND UPON
RECORDATION RETURN TO:

Locke Lord LLP
600 Travis, Suite 2800
Houston, Texas 77002
Attention: Ryan Morgan

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this " Agreement ") is made and entered into as of the 14th day of December, 2015, by and among JPMORGAN CHASE BANK, N.A., a national banking association (" Mortgagee "), HUBSPOT, INC., a Delaware corporation (" Tenant "), and JAMESTOWN Premier Davenport, LLC, a Delaware limited liability company (" Landlord ").

RECITALS:

A. Landlord owns, leases or controls the land (" Land ") described in Exhibit A attached hereto and the building and related improvements located thereon (the " Building "; the Land and Building are collectively referred to as the " Property ").

B. Under the terms of a certain Amended and Restated Lease (as the same has been, and may be further, amended, restated, assigned, supplemented or otherwise modified, the " Lease ") dated as of November 1, 2015, between Tenant and Landlord, Tenant has leased a portion of the Building, as more particularly described in the Lease (the " Demised Premises ").

C. Landlord has executed, or will be executing, a mortgage in favor of Mortgagee (the " Mortgage ") pursuant to which Landlord has encumbered or will encumber Landlord's interest in the Land, Building and Lease to secure, among other things, the payment of certain indebtedness owing by Landlord to Mortgagee as described therein and in all other documents executed by Landlord and evidencing, securing or guaranteeing such indebtedness (collectively, the " Loan Documents ").

D. The parties hereto desire to have the Lease be subordinate to the Mortgage and the lien thereof, to establish certain rights of non-disturbance for the benefit of Tenant under the Lease, and further to define the terms, covenants and conditions precedent for such rights.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the parties hereto mutually agree as follows:

1. Subordination . The Lease, and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the lien of the Mortgage, including without limitation, all renewals, increases, modifications, consolidations, extensions and amendments thereof with the same force and effect as if the Mortgage and the other Loan Documents had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease. Tenant acknowledges that it has been informed that Mortgagee has a right to collect insurance proceeds under the Loan Documents, and Tenant does not object to such right, provided that Landlord must comply with the terms of the Lease.

2. Non-Disturbance . In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure or the exercise of any similar rights under the Mortgage, which foreclosure or conveyance occurs prior to the expiration of the term of the Lease, including any extensions and renewals of such term now provided thereunder, and so long as Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable notice and cure periods, Mortgagee agrees on behalf of itself, its successors and assigns, including any purchaser at such foreclosure (each being referred to herein as an " Acquiring Party "), that Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession, quiet enjoyment or use of the Demised Premises, and the sale of the Property in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Mortgage

shall be made subject to all rights of Tenant under the Lease (subject to the terms of this Agreement); provided, further, however, that Mortgagee and Tenant agree that the following provisions of the Lease (if any) shall not be binding on Mortgagee or Acquiring Party: any option to purchase or any right of first refusal to purchase with respect to the Property, and any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property which is inconsistent with the terms of the Mortgage (but Tenant's rights and Landlord's obligations set forth in Sections 14.2 and 14.4 of the Lease shall not be affected by this proviso).

3. Attornment . In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the term of the Lease, including any extensions and renewals of such term now provided thereunder, Tenant shall, at the election of the Acquiring Party, either: (i) attorn to and recognize the Acquiring Party as the new landlord under the Lease, which Lease shall thereupon become a direct lease between Tenant and the Acquiring Party for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease (subject to the terms of this Agreement); or (ii) if the Lease is terminated as a result of rejection in a bankruptcy or similar proceeding, then upon receiving the written request of the Acquiring Party, Tenant shall enter into a new lease of the Demised Premises with the Acquiring Party (a " New Lease "), which New Lease shall be upon the same terms, covenants and conditions as are set forth in the Lease (subject to the terms of this Agreement) for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised). In either such event described in the preceding clauses (i) or (ii) of this Section 3 and subject to Tenant's express rights under the Lease and the terms of this Agreement, Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease (or the New Lease, as applicable) for the benefit of the Acquiring Party. Tenant's only rights to terminate the Lease are described in Sections 14.2 and 14.4 of the Lease. For all purposes of this Agreement, the word "Lease" shall be deemed to mean the Lease or any such New Lease, as applicable.

4. Limitation of Liability . Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the term of the Lease, including any extensions and renewals of such term now provided thereunder, the liability of Mortgagee, its successors and assigns, or Acquiring Party, as the case may be, shall be limited to its interest in the Property; provided, however, that Mortgagee or Acquiring Party, as the case may be, and their respective successors and assigns, shall in no event and to no extent:

(a) be liable to Tenant for any past act, omission or default on the part of any prior landlord (including Landlord) other than for matters that continue in existence after Mortgagee or Acquiring Party succeeds to the interest of Landlord which are curable by Mortgagee or Acquiring Party, as applicable, and only for the period such act or omission continues after Mortgagee or Acquiring Party succeeds to the interest of Landlord, provided that the foregoing shall not limit Tenant's express self-help rights set forth in Section 16.19 of the Lease so long as Mortgagee has received a copy of each Tenant's Self-Help Default Notice;

(b) be liable for or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except that (i) Tenant may exercise its offset and abatement rights expressly set forth in Sections 7.3(B) , 16.19(B) , and 3(B)(3) of Exhibit 4.1 of the Lease, and (ii) Mortgagee or Acquiring Party shall be liable only with respect to matters that continue in existence after Mortgagee or Acquiring Party succeeds to the interest of Landlord (which may include, to the extent applicable, the offset and abatement rights described in clause (i) of this paragraph) and only for the period after Mortgagee or Acquiring Party acquires title to the Property, and with respect to the offset right set forth in Section 16.19 so long as Mortgagee has received a copy of each Tenant's Self-Help Default Notice;

(c) be liable for any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date thereof or any deposit, rental security or any other sums deposited with any prior landlord (including Landlord), except to the extent such monies are actually received by Mortgagee or Acquiring Party, as applicable;

(d) except with respect to a termination permitted in the Lease upon the occurrence of a casualty or condemnation or any amendment or modification expressly contemplated under the provisions of the Lease as in effect on the date hereof (such as documenting Tenant's exercise of extension rights set forth in the Lease) or any consents or approvals made by Landlord in accordance with the terms of the Lease, be bound by any amendment, modification or termination of the lease or by any waiver or forbearance on the part of any prior landlord (including Landlord), in any case to the extent the same is made or given without the prior written consent of Mortgagee (unless the consent of the Mortgagee thereto is not required or is deemed granted under the Mortgage and/or any other Loan Document, in which event said consent shall not be required), provided that any termination shall be subject to the notice and cure provisions and the New Lease provisions of this Agreement;

(e) be bound by any warranty, representation or indemnity of any nature whatsoever made by any prior landlord (including Landlord) under the Lease including any warranties, representations or indemnities regarding any work required to be performed under the Lease, use, compliance with zoning, hazardous wastes or environmental laws, habitability, fitness for purpose, title or possession, except that the foregoing shall not relieve Acquiring Party of the obligation to perform the repair and maintenance obligations of Landlord under the Lease which accrue from and after the date on which Mortgagee or Acquiring Party acquires title to the Property; or

(f) be liable to Tenant for construction or restoration, or delays in construction or restoration, of the Building or the Demised Premises, or for the obligations of any prior landlord (including Landlord) to reimburse Tenant for or indemnify Tenant against any costs, expenses or damages arising from such construction or any delay in Tenant's occupancy of the Demised Premises, provided, however, the foregoing shall not limit or postpone Tenant's express offset right in Section 3(B)(3) of Exhibit 4.1 to the Lease (which shall remain subject to the other provisions of this Agreement) or Tenant's express termination rights under the Lease for defaults by Landlord in connection with such restoration, provided that any termination right shall be subject to the notice and cure provisions and the New Lease provisions of this Agreement.

5. Rent . Tenant hereby agrees to and with Mortgagee that, upon receipt from Mortgagee of a notice of any default by Landlord under the Mortgage (and the expiration of any applicable notice and/or cure periods), Tenant will pay to Mortgagee directly all rents, additional rents and other sums then or thereafter due under the Lease. In the event of the foregoing, Landlord hereby authorizes Tenant to pay to Mortgagee directly all rents, additional rents and other sums then or thereafter due under the Lease and will credit such payments to Tenant's obligations under the Lease.

6. No Amendment . Landlord and Tenant each agree not to amend, modify or terminate the Lease in any manner without the prior written consent of Mortgagee (unless the consent of the Mortgagee thereto is not required or is deemed granted under the Mortgage and/or any other Loan Document, in which event said consent shall not be required), except with respect to a termination permitted in the Lease upon the occurrence of a casualty or condemnation or any amendment or modification expressly contemplated under the provisions of the Lease as in effect on the date hereof (such as documenting Tenant's exercise of extension or expansion rights set forth in the Lease), provided (i) that any termination shall be subject to the notice and cure provisions and the New Lease provisions of this Agreement, (ii) Mortgagee shall not unreasonably withhold or condition its consent to any amendment, modification or termination of the Lease, or any waiver or forbearance relating thereto, and (iii) Mortgagee shall respond to a request for its consent to any such amendment, modification, termination, waiver or forbearance within ten (10) business days after receipt, and Mortgagee's consent shall be deemed granted in the event Mortgagee fails to respond within said ten (10) business day period.

7. Further Documents . The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Mortgagee or Acquiring Party, as the case may be, or such other person to whom Tenant herein agrees to attorn such other instruments as such party shall reasonably request in order to effectuate said provisions.

8. Notice and Cure . Tenant agrees that if there occurs a default by Landlord under the Lease:

(a) A copy of each notice given by Tenant to Landlord pursuant to the Lease with respect to such default shall also be given simultaneously to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and

(b) If Landlord shall fail to cure any such default within the time prescribed by the Lease, Tenant shall give further notice of such fact to Mortgagee. Thereafter, Mortgagee shall have the right (but not the obligation) to remedy any such Landlord default under the Lease, or to cause any such default of Landlord under the Lease to be remedied and shall be allowed such additional time as may be reasonably necessary to cure such default or institute and complete foreclosure proceedings (or otherwise acquire title to the Property), so long as (i) in the event Mortgagee elects to cure, Mortgagee commences to cure such default within thirty (30) days after receipt of such further notice and completes such cure within 180 days from receipt of such further notice, and (ii) in the event Mortgagee pursues foreclosure proceedings or other acquisition of title to the Property, Mortgage commences proceedings within forty-five (45) days after such further notice and completes the foreclosure proceedings or otherwise acquires title to the Property within 180 days from receipt of such further notice to Mortgagee. The foregoing provisions of this paragraph shall not inhibit or delay Tenant's right to exercise the offset, self-help and abatement rights set forth in Sections 7.3(B) , 16.19(B) , and 3(B)(3) of Exhibit 4.1 of the Lease in accordance with and subject to the other provisions of this Agreement.

9. Notices . All notices, demands, approvals and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given upon receipt when personally served or sent by overnight delivery service or upon the third (3rd) business day after mailing if sent by U.S. registered or certified mail, postage prepaid, addressed as follows:

Mortgagee:

JPMorgan Chase Bank, N.A.
Commercial Real Estate Loan Administrator
700 N. Pearl Street, 13th Floor
Dallas, TX 75201
ATTN: CRELA Manager

with a copy to:

Locke Lord LLP
600 Travis, Suite 2800
Houston, Texas 77002
Attention: Brett Hamilton

Landlord:

c/o Jamestown Properties
Ponce City Market, 7 th Floor
675 Ponce de Leon Avenue, NE
Atlanta, Georgia 30308
Attn: Shak Presswala

with a copy to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, Massachusetts 02110
Attn: Raymond M. Kwasnick, Esq.

Tenant:

Hubspot, Inc.
25 First Street
Cambridge, Massachusetts 02141
Attn: General Counsel

With a copy to:

Goodwin Procter LLP
Exchange Place
Boston, Massachusetts 02109
Attn: Katherine L. Murphy, Esq.

or to such other address in the United States as such party may from time to time designate by written notice to the other parties.

10. Binding Effect . The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Mortgagee, Landlord and Tenant and their respective successors and assigns.

11. No Oral Modifications . This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the parties hereto or their respective successors in interest.

12. Governing Law . This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

13. Counterparts . This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

14. Inapplicable Provisions . If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

15. Authority . Each of the undersigned parties further represents and warrants to the other parties hereto that the person executing this Agreement on behalf of each such party hereto has been duly authorized to so execute this Agreement and to cause this Agreement to be binding upon such party and its successors and assigns.

16. Tenant's Personal Property . It is expressly agreed to among Mortgagee, Landlord and Tenant that in no event shall the Mortgage cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, inventory, business equipment, furniture, signs or other personal property at any time placed in, on or about the Property.

17. Subsequent Transfer . If any Acquiring Party, by succeeding to the interest of Landlord under the Lease, should become obligated to perform the covenants of Landlord thereunder, then, upon any transfer of Landlord's interest in the Building by such Acquiring Party, all obligations shall terminate as to such Acquiring Party with respect to obligations arising after such transfer.

18. Waiver of Jury Trial . LANDLORD, TENANT AND MORTGAGEE HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.

19. Number and Gender; Terms . Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Capitalized terms used by not defined herein shall have the meanings ascribed in the Lease.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

MORTGAGEE:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

TENANT:

HUBSPOT, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

LANDLORD:

JAMESTOWN PREMIER DAVENPORT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Subordination, Non-Disturbance and Attornment Agreement]

ACKNOWLEDGMENTS

STATE OF)

COUNTY OF) ss.

On , 201 , before me, , a Notary Public in and for said State, personally appeared , of JPMorgan Chase Bank, N.A., a national banking association, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Notary Public
My Commission Expires:

Exhibit 16.13

STATE OF)

COUNTY OF) ss.

On , 201 , before me, , a Notary Public in and for said State, personally appeared , the of HUBSPOT, INC., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Notary Public
My Commission Expires:

Exhibit 16.13

STATE OF GEORGIA)

COUNTY OF FULTON) ss.

On this day of , 2015, before me, , as of JAMESTOWN Premier Davenport, LLC, a Delaware limited liability company, proved to me to be the person whose name is signed on the preceding document, through satisfactory evidence of identification, namely, personal knowledge of said individual, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit 16.13

EXHIBIT A

LEGAL DESCRIPTION

Tract I - Fee Simple

Beginning at a point, said point being the intersection of the westerly sideline of First Street, and the northerly sideline of Thorndike Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

N 80°-28'-11" W	Along the northerly sideline of Thorndike Street a distance of Four Hundred and Thirty-Eight Hundreds feet (400.38') to a point said point being the intersection of the northerly sideline of Thorndike Street and the easterly sideline of Second Street, thence turning and running;
N 09°-31'-49" E	Along the easterly sideline of Second Street a distance of Sixty and No Hundredths feet (60.00') to a point thence turning and running;
S 80°-28'-11" E	A distance of One Hundred and No Hundredths feet (100.00') to a point, thence turning and running;
N 09°-36'-54" E	A distance of One Hundred Forty and Seventy-Two Hundredths feet (140.72') to a point, said point being along the southerly sideline of Otis Street, thence turning and running;
S 80°-21'-10" E	Along said southerly sideline of Otis Street a distance of Three Hundred and No Hundredths feet (300.00) to a point, said point being the intersection of said southerly sideline of Otis Street and the westerly sideline of First Street, thence turning and running;
S 09°-28'-49" W	Along said westerly sideline of First Street a distance of Two Hundred and Eleven Hundredths feet (200.11) to the point of beginning.

For title see Deed from DWF III Davenport, LLC dated November 24, 2014, recorded with the Middlesex South Registry of Deeds in Book 64564, Page 258 (as to Tract One)

Tract II - Leasehold

The leased portion of the following parcels of land:

Parcel 1 (Registered Land):

A certain piece of land situated in Cambridge, County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Northeasterly by Thorndike Street, one hundred feet;

Southeasterly by First Street, one hundred two and 65/100 feet;

Southwesterly by land now or formerly of Charles M. Irving et al Trs., one hundred feet; and

Northwesterly by land now or formerly of Arthur T. Smith et al Trs., one hundred three and 50/100 feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 141, Page 333, with Certificate 21982 (Plan No. 11309A). See Certificate 177553.

Parcel 2

A certain piece or parcel of land situated in Cambridge, County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the southerly sideline of Thorndike Street at the most northeasterly corner of the parcel to be described, said point being N 80° 28’ 49” W and 100 feet from the southwesterly corner of Thorndike Street and First Street;

THENCE S 09° 31’ 11” W	along land now or formerly of the Tarvis Realty Trust, a distance of 100.00 feet to a point;
THENCE W 80° 28’ 49” W	along land now or formerly of Charles Webb, a distance of 100.09 feet to a point;
THENCE N 09° 38’ 03” E	along land now or formerly of Kolligian Realty Trust, a distance of 100.00 feet to a point on said sideline of Thorndike Street;
THENCE S 80° 28’ 49” E	along said southerly sideline of Thorndike Street, a distance of 99.89 feet to the point of beginning.

Parcel 3

A certain piece or parcel of land situated in Cambridge, County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of First Street and Spring Street at the most southeasterly corner of the parcel to be described as follows:

THENCE N 80° 17’ 19” W	along the northerly sideline of Spring Street, a distance of 150.36 feet to a point;
THENCE N 09° 38’ 04” E	along other land now or formerly of Charles Webb, a distance of 103.23 feet to a point;
THENCE S 80° 28’ 49” E	along land now or formerly of Irving & Gasson Realty Trust, a distance of 50.09 feet to a point;
THENCE S 09° 31’ 11” W	along land now or formerly of Tarvis Realty Trust, a distance of 3.50 feet to a point;
THENCE S 80° 58’ 02” E	along land now or formerly of Tarvis Realty Trust, a distance of 100.00 feet to a point of the westerly sideline of First Street;
THENCE S 09° 31’ 11” W	along said westerly sideline of First Street, a distance of 0.23 feet to a point;
THENCE S 09° 28’ 49” W	continuing along said westerly sideline of First Street, a distance of 100.85 feet to the point of beginning.

Parcel 4

A certain piece of land situated in Cambridge, County of Middlesex and Commonwealth of Massachusetts bounded and described as follows:

Beginning at the point on the northerly sideline of Spring Street at the most southeasterly corner of the parcel to be described; Said point being N 80° 17’ 19” W and 150.36 feet from the Northwesterly corner of Spring Street and First Street:

THENCE N 80° 17’19”W	along said northerly sideline of Spring Street, a distance of 50.00 feet to a point;
THENCE N 09° 38’03” E	along land now or formerly of Kolligian Realty Trust, a distance of 103.06 feet to a point;
THENCE S 80° 28’49” E	along land now or formerly of Irving & Casson Realty Trust, a distance of 50.00 feet to a point;
THENCE S 09°38’04”W	along other land now or formerly of Charles Webb, a distance of 103.23 feet to the point of beginning.

Parcel 5

A certain piece of land situated in Cambridge, County of Middlesex and Commonwealth of Massachusetts bounded and described as follows:

Beginning at the northeasterly corner of Spring Street and Second Street at the most southwesterly corner of the parcel to be described:

THENCE N 09° 38’ 03” E	along the easterly sideline of Second Street, a distance of 130.15 feet to a point;
THENCE S 80° 21’ 57” E	along land now or formerly of Kolligian Realty Trust, a distance of 76.14 feet to a point;
THENCE N 09° 38’ 03” E	along land now or formerly of Kolligian Realty Trust, a distance of 72.39 feet to a point
THENCE S 80° 28’ 49” E	along the southerly sideline of Thorndike Street, a distance of 123.86 feet to a point;
THENCE S 09° 38’ 03” W	along land now or formerly of City of Cambridge, a distance of 203.06 feet to the point;
THENCE N 80° 17’ 19” W	along said northerly sideline of Spring Street, a distance of 200.00 feet to a point of beginning.

Exhibit 16.13

EXHIBIT 16.31

RULES AND REGULATIONS

1. The rights of tenants in the entrances, corridors, stairways and elevators in the Building are limited to ingress and egress from the tenant's premises for the tenants and their employees, licensees and invitees. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of, or use, or permit the use of, such entrances, corridors, stairways or elevators for any purpose other than such ingress and egress. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, stairways, elevators or other facilities in the Building by other tenants. Fire exits and stairways are for such uses that would not violate any Applicable Laws relating thereto. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as all facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. The cost of repairing any damage to the public portions of the Building or the public facilities or to any facilities used in common with other tenants, caused by the negligence of a tenant or the employees, licensees or invitees of such tenant, shall unless covered by Landlord's normal fire and extended coverage insurance be paid by such tenant.

2. Landlord may refuse admission to the Building before or after regular business hours to any person not known to the watchman or not having an identification card issued by or to the tenant or not properly identified, and may require all persons admitted to or leaving the Building except persons regularly admitted to or leaving the Building before or after regular business hours to register. Any person whose presence in the Building at any time might, in the judgment of Landlord, be prejudicial to the safety, character, reputation or interests of the Building or of its tenants may be denied access to the Building or may be ejected therefrom. In case of invasion, riot, public excitement or other commotion Landlord may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of the tenants and protection of property in the Building. Landlord may require any person leaving the Building with any package or other object to exhibit a pass from the tenant from whose premises the package or object is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall, in no way, be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the tenant's premises or the Building under the provisions of this rule. Canvassing, soliciting or peddling in the Building is prohibited and every tenant shall cooperate to prevent the same.

3. No tenant shall order or take deliveries of towels or other similar articles or obtain or accept the use of barbering, floor polishing, lighting maintenance, cleaning or other similar services, from any persons not approved by Landlord in writing to furnish such articles or services, which approval shall not be unreasonably withheld. Such articles shall be delivered or such services shall be furnished, when so approved, only at such hours, in such places within the tenant's premises and under such rules as may be fixed by Landlord.

4. No lettering, sign, advertisement, notice or object shall be displayed in or on the windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, except that the name and logo of the tenant may be displayed on the entrance doors of, or in the elevator lobbies within, the tenant's premises subject to the approval of Landlord as to the size, color and style of such display. The inscription of the name of the tenant on the doors of or in the elevator lobbies within the tenant's premises shall be done at the Landlord's expense. The original listing of the name of the tenant and its officers and executive personnel on the directory board in the Building shall be done by Landlord at its expense. No tenant shall be allowed in excess of its pro rata share of the space on such directory board for such listings.

5. No tenant shall install awnings or other projections over or around the windows. Only such window blinds and shades as are supplied or permitted by Landlord shall be used in a tenant's premises. Linoleum, tile or other floor covering shall be laid in a tenant's premises only in a manner approved by Landlord.

6. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight and no safe or other object weighing more than the lawful load for the area upon which it would stand shall be brought into or kept upon a tenant's premises. If, in the judgment of Landlord, it is necessary to distribute the concentrated weight of any safe or other heavy object, the work involved in such distribution shall be done at the tenant's expense and in such manner as Landlord shall determine. The moving of safes and other heavy objects shall not take place during regular business hours and only with previous notice to Landlord and the persons employed to move the same in and out of the Building, shall be subject to the approval of Landlord. No machines of any kind, except typewriters, photocopy machines, office machines, terminals, vending machines and other similar equipment may be installed or operated in the premises without Landlord's prior written consent and in no event shall any such machines be placed or operated so as to disturb other tenants. Freight, furniture, business equipment, merchandise and bulky matter, of any description shall be delivered to and removed from the tenant's premises only in the freight elevators and through the service entrances and corridors and only during hours and in a manner approved by Landlord. Any tenant must make special arrangements with Landlord for moving large quantities of furniture and equipment into or out of the Building.

7. No noise, including the playing of musical instruments or the operation of radio, television or audio devices which, in the judgment of Landlord might disturb other tenants in the Building, shall be made or permitted by any tenant. No cooking shall be done in the tenant's premises, except as expressly approved by Landlord and except for typical kitchenette appliances such as microwaves, toaster ovens and coffee makers. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises which might impair or interfere with any of the building services or the proper and economical heating, cleaning or other servicing of the Building or the tenant's premises, or the use or enjoyment by any other tenant of any other premises. No tenant shall install any ventilating, air-conditioning, electrical or other equipment of any kind, which, in the judgment of Landlord, might cause any impairment or interference. No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building by any tenant or with the permission of any tenant. Any containers or receptacles used in any tenant's premises shall be cared for and cleaned by and at the tenant's expense.

8. The water closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. The cost of repairing any damage done to such closets and fixtures resulting from any misuse thereof by a tenant or the employees, licensees or invitees of such tenant shall be paid by such tenant.

9. Landlord shall have the right to prohibit any advertising by any tenant, which in its judgment tends to impair the reputation of the Building or its desirability as a first-class office building.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in any tenant's premises and no lock on any door therein shall be changed or altered in any respect. Duplicate keys for the tenant's premises and toilet rooms shall be procured only from Landlord, which may make a reasonable charge therefor. Upon the termination of a tenant's lease, all keys of the tenant's premises and toilet rooms shall be delivered to Landlord.

11. All entrance doors in each tenant's premises shall be kept closed at all times. All such doors should be kept locked when the tenant's premises are not in use.

12. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.

13. All window blinds shall be lowered when and as required because of the position of the sun during the air conditioning season.

14. Landlord reserves the right to rescind, alter or waive any building rule at any time when, in its judgment it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants, and no alteration or waiver of any building rule in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of the Building Rules at any time, Landlord shall exercise its best efforts to see that all tenants comply with the Building Rules.

15. Tenants shall have the right to install canteen facilities and vending machines in their premises.

16. No bicycles, vehicles, or animals of any kind (except as expressly permitted in Section 16.36 of this Lease) shall be brought into or kept in or about the Premises. No space in the Building shall be used for manufacturing or for the sale of merchandise of any kind at auction or for storage thereof preliminary to such sale.

EXHIBIT 16.32, SHEET 1

OTHER NEW TENANT SIGNAGE

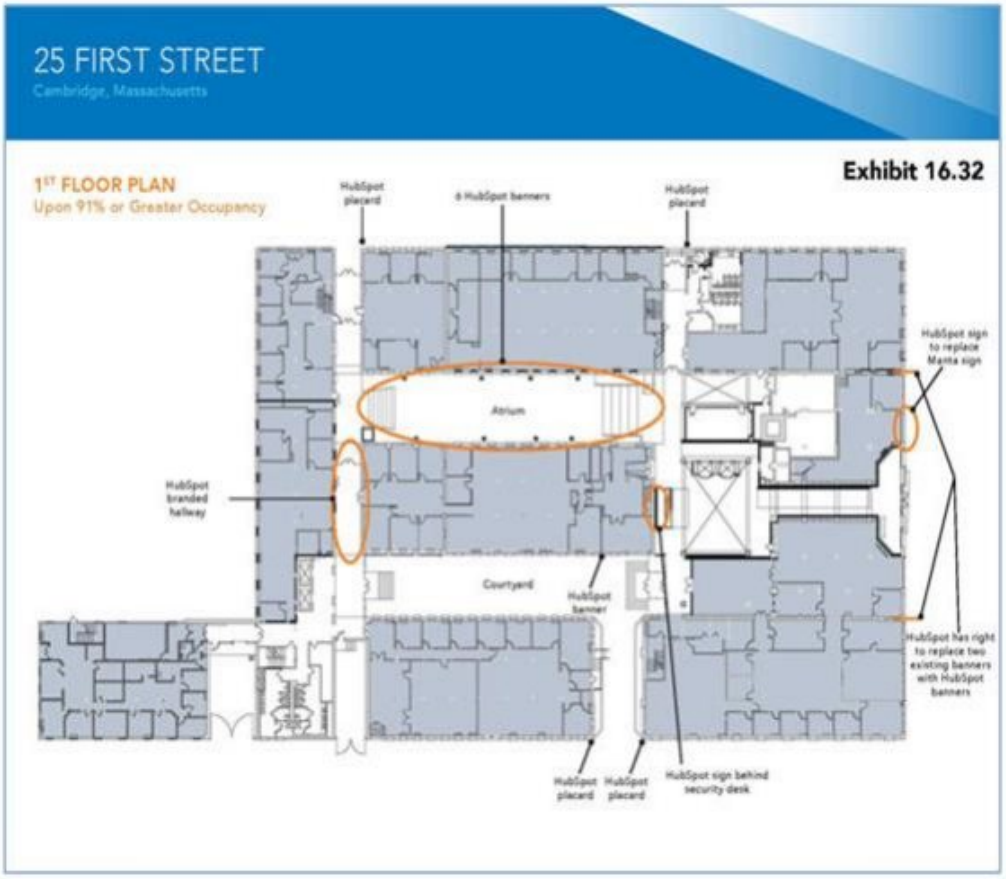


Exhibit 16.32

EXHIBIT 16.32, SHEET 2

SUBSTANTIAL FULL OCCUPANCY TENANT SIGNAGE

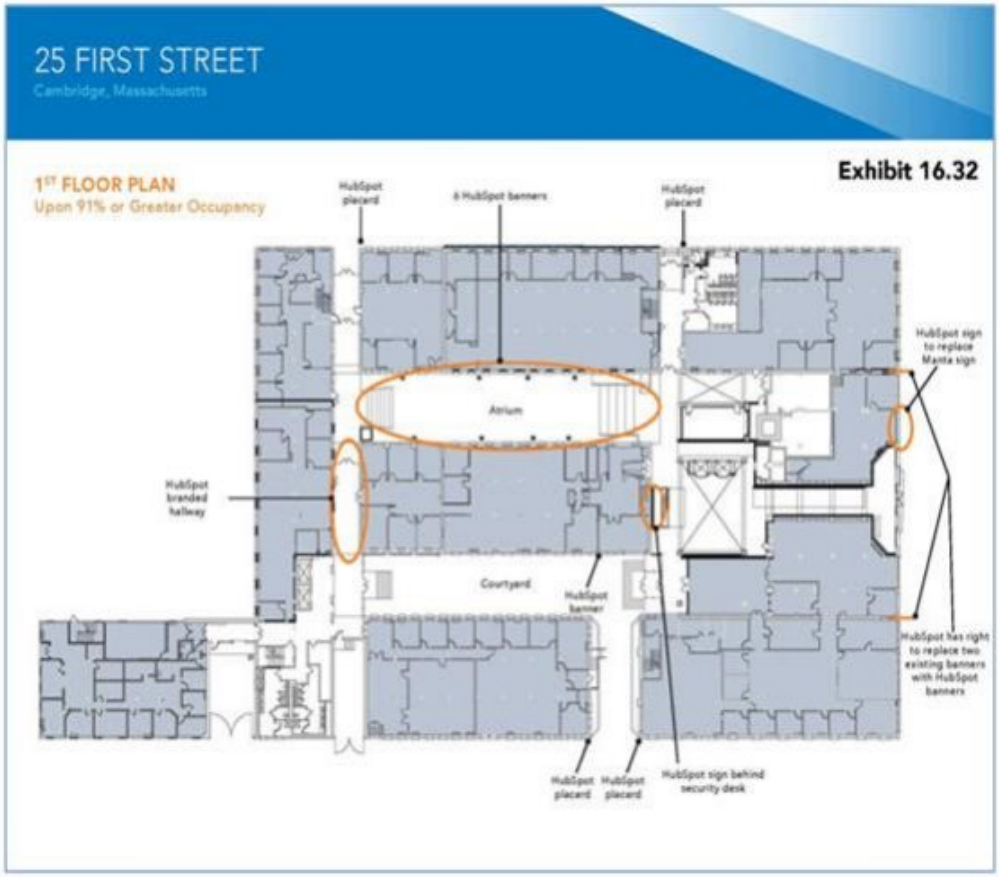


Exhibit 16.32

EXHIBIT 16.35

LOCATION OF TENANT'S EQUIPMENT—GENERATOR

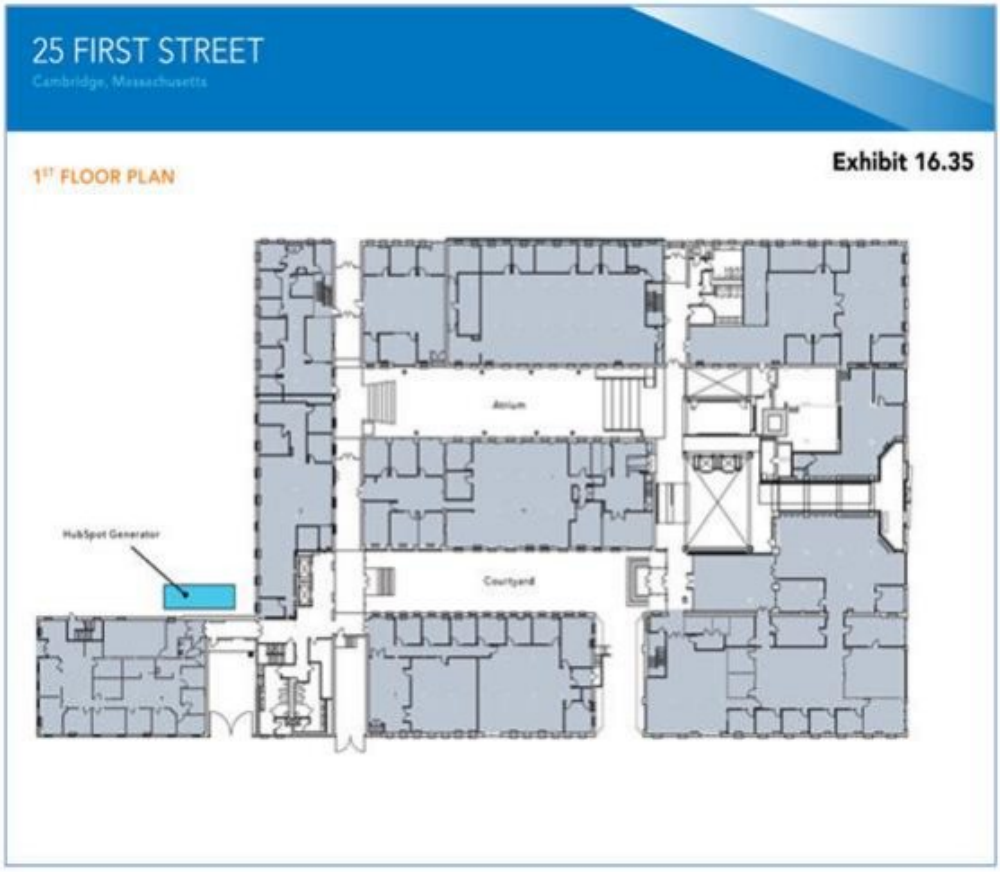


EXHIBIT 16.36

BUILDING DOG POLICY

Tenant and its employees shall be permitted to bring fully domesticated and trained dogs provided and on condition that:

(a) There shall not be more than three (3) dogs in the Premises (max of 3 per tenant) at any one time; provided, however, as of the Substantial Full Occupancy Commencement Date, the foregoing maximum number of dogs in the Premises will be increased to fifteen (15) dogs.

(b) Any dog brought into the Building is owned by Tenant or its employees. Visiting guests may not be permitted to bring their dog into the building. Two or more failures to inform visiting guests of this policy Landlord may revoke Tenant's rights under this Section, which shall be Landlord's sole remedy.

(c) Any dog brought into and remaining in the Building shall be brought into the Building through the Courtyard or Otis St entrances only, using the adjacent stairwell to access the Premises. If needed, the only elevator that may be used when bringing a dog on site is the rear freight elevator located next to the loading dock. Dogs are strictly prohibited from the Atrium, Front Door off of First Street, and the Front/Main Lobby on the ground floor .

(d) All dogs shall be controlled on a leash at all times outside of the Premises and shall not be permitted to foul, damage or otherwise mar any part of the Building or cause any undue noise whether through prolonged barking, growling, or otherwise.

(e) Dogs shall not wander throughout the Building or otherwise be left unattended.

(f) While outside the Premises (i.e., in any common area of the Building), all dogs shall be kept on leashes.

(g) Upon Landlord's request from time to time, Tenant shall provide Landlord with evidence of all current vaccinations for dogs having access to the Premises and the Building.

(h) No dog with (or suspected of having) fleas is to be brought into the Building.

(i) Tenant shall be responsible for any additional cleaning costs or other costs which may arise from the dogs' presence in the Building.

(j) Tenant shall be liable for, and shall indemnify and hold Landlord and all Landlord Parties harmless from, any and all claims arising from any and all acts undertaken by (e.g., biting another tenant, occupant, licensee or invitee or an employee of Landlord or any Landlord Party) or the presence of any dog in or about the Premises, the Building or the Real Property.

(k) Tenant immediately removes any dog waste and excrement from the Premises, the Building and the Real Property. If Landlord reasonably determines that Landlord has incurred or is incurring increased janitorial (interior or exterior) maintenance costs as a result of the dogs' presence, Tenant shall reimburse Landlord for such costs as Additional Rent within twenty (20) days of Landlord's demand.

(l) If, at any time during the Term, (x) Landlord receives complaints from other tenants or occupants of, or invitees to, the Building regarding (i) the dogs' activities, (ii) the dogs' noise level within the Building or (iii) allergic reactions suffered as a result of the presence of any dog, and such complaints are not remedied by Tenant to Landlord's reasonable satisfaction within five (5) business days following Landlord's delivery of written notice to Tenant, or (y) Landlord reasonably determines that the presence of any and all dogs is materially disruptive to the maintenance and operation of the Building, Landlord shall notify Tenant thereof and, if such failure to comply with any of the provisions of this policy is not cured to Landlord's reasonable satisfaction within five (5) days following Landlord's delivery of written notice to Tenant, Landlord may revoke Tenant's rights to bring dogs into the Premises other than guide dogs, which shall be Landlord's sole remedy. The provisions of this paragraph (l) shall not apply following the 100% Lease Date and so long as Tenant continues to satisfy the 100% Lease Test.

(m) Subject to the waiver of subrogation in the Lease, Tenant shall be responsible for, and indemnify, defend, protect and hold Landlord harmless from and against any and all costs to remedy any and all damages caused to the Building, the Real Property or any portion thereof by any dog.

(n) Tenant shall comply with all applicable Laws associated with or governing the presence of a dog within the Premises and/or the Building and such presence shall not violate the certificate of occupancy for the Building or the temporary certificate of occupancy for the Premises.

EXHIBIT 16.40

LOCATION OF TENANT'S ROOF DECK

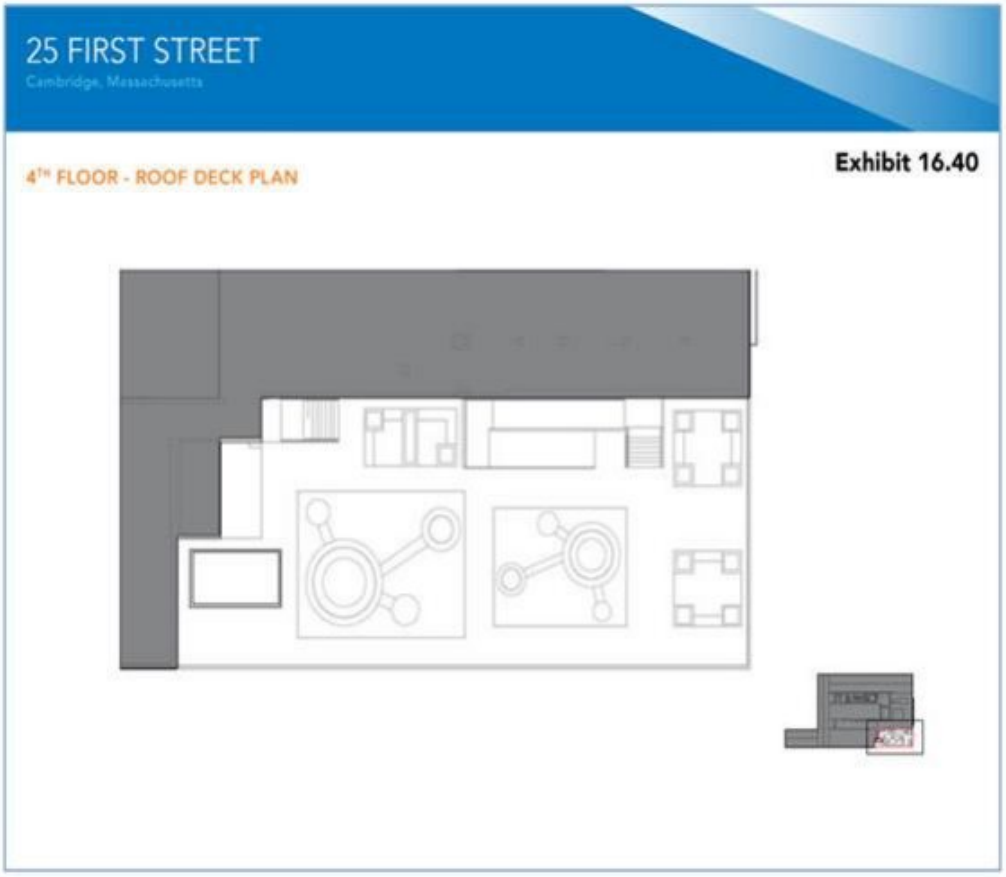


EXHIBIT 16.42.1

LOCATION OF TENANT'S BASEMENT STORAGE PREMISES

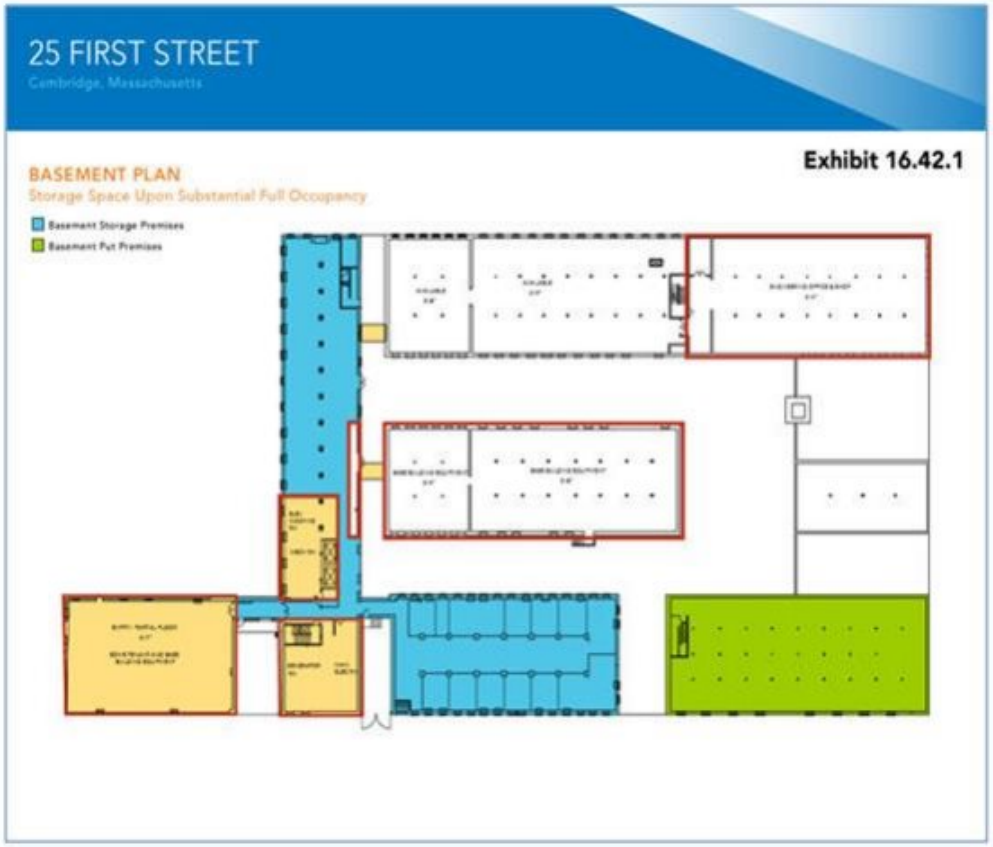


Exhibit 16.42.1

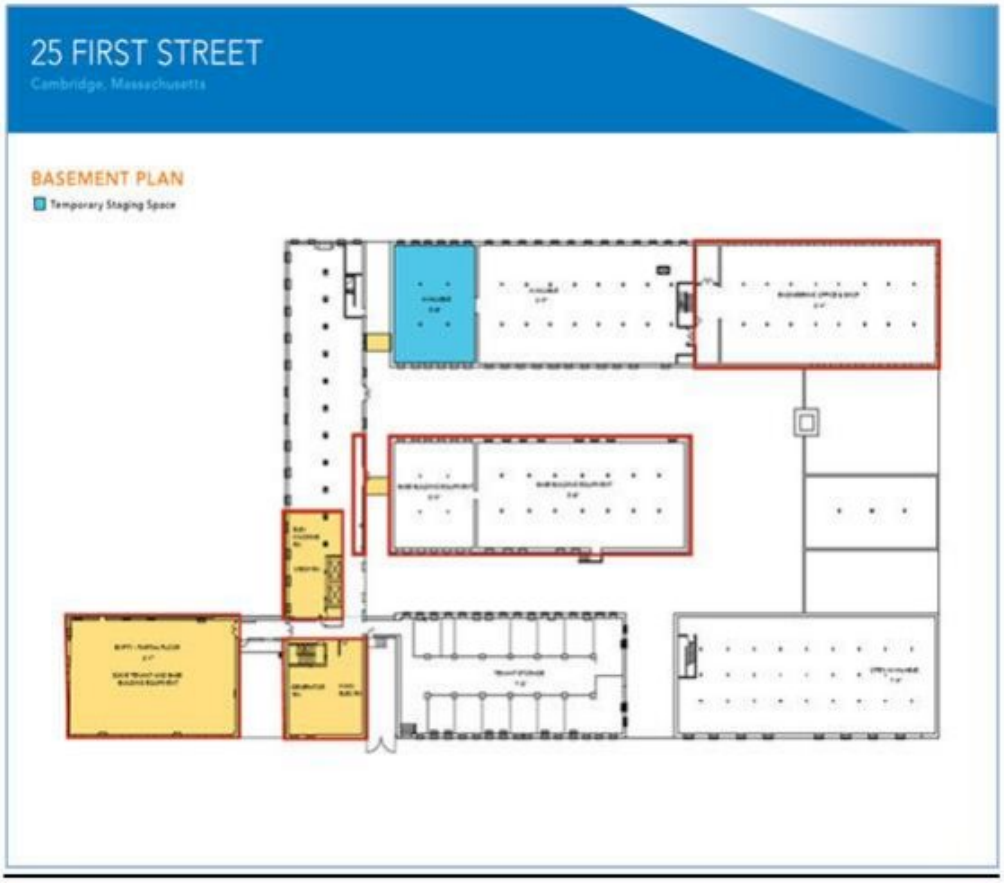
EXHIBIT 16.42.2

ANNUAL FIXED BASEMENT RENT

Time Period	Annual Fixed Basement Rent Per Rentable Square Foot
11/1/15 – 4/30/17	$15.00
5/1/17 – 4/30/18	$15.45
5/1/18 – 4/30/19	$15.91
5/1/19 – 4/30/20	$16.39
5/1/20 – 4/30/21	$16.88
5/1/21 – 4/30/22	$17.39
5/1/22 – 4/30/23	$17.91
5/1/23 – 4/30/24	$18.45
5/1/24 – 4/30/25	$19.00
5/1/25 – 4/30/26	$19.57
5/1/26 – 4/30/27	$20.16
5/1/27 – 10/31/27	$20.76

EXHIBIT 16.43

LOCATION OF SWING BASEMENT PREMISES



THE DAVENPORT
Cambridge, Massachusetts

First Amendment to Amended and Restated Lease
HubSpot, Inc.

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE (" First Amendment ") is made as of March 23, 2017 (the " Effective Date ") by and between DAVENPORT OWNER (DE) LLC, a Delaware limited liability company, having an office c/o Oxford I Asset Management USA Inc., 125 Summer Street, 16th Floor, Boston, Massachusetts 02110 (" Landlord "), and HUBSPOT, INC., a Delaware corporation (" Tenant "), having an office at 25 First Street, Cambridge, Massachusetts 02141.

Background

A. Pursuant to the provisions of that certain Amended and Restated Lease dated as of November 1, 2015 between Tenant and Landlord's predecessor in interest, Jamestown Premier Davenport, LLC, dated as of November 1, 2015 as affected by Commencement Letter dated September 29, 2016 (as so affected, the " Existing Lease "), Tenant leases premises located at 25 First Street, Cambridge Massachusetts more particularly described in the Lease (the " Premises "). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Existing Lease. The Existing Lease, as amended hereby, is hereinafter referred to as the " Lease ."

B. In order to facilitate the leasing of Put Premises A and Put Premises B to Tenant, Landlord has agreed to (i) enter into an amendment to that certain lease with Accomplice Management, LLC, successor to Atlas Venture Advisors, Inc. (" Accomplice ") for Put Premises A and Put Premises B, under which Accomplice's rights to extend the term of its lease will be eliminated and the initial term thereunder will be extended to December 31, 2017 and (ii) enter into that certain Consent to Sublease of even date herewith (the " Consent ") concerning a sublease between Tenant and Accomplice, which sublease provides for the continued occupancy of Put Premises A by Accomplice for a period of time after December 31, 2017.

C. Pursuant to Section 3.3(D)(6) of the Lease, Landlord and Tenant wish to enter into this First Amendment to memorialize Tenant's agreement to lease from Landlord and Landlord's agreement to lease to Tenant Put Premises A and Put Premises B, as set forth more fully below.

Agreement

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Put Premises A and Put Premises B .

(a) Addition of Put Premises A and Put Premises B to Premises . Commencing on January 1, 2018, Put Premises A (consisting of 16,616 square feet of Rentable Floor Area) and Put Premises B (consisting of 2,245 square feet of Rentable Floor area) shall automatically be added to the Premises and Tenant will be leasing Put Premises A and Put Premises B on all of the same terms and conditions of the Lease applicable to the demise of the other portions of the Premises leased to Tenant, except as described in Section 3.3(D)(1) – (6) of the Existing Lease, as amended hereby. Landlord and Tenant agree that:

(i) The Commencement Date for Put Premises A and Put Premises B shall be January 1, 2018, notwithstanding anything in the Lease to the contrary, including without limitation under Section 3.3(D)(i)(1) of the Lease; and

(i i) The Rent Commencement Date for Put Premises A and Put Premises B shall be July 1, 2018, notwithstanding anything in the Lease to the contrary, including without limitation under Section 3.3(D)(i)(3) of the Lease.

(b) Substantial Full Occupancy . As of the Commencement Date for Put Premises A and Put Premises B (and other space is not added to the Premises), Landlord and Tenant agree that:

(i) the Substantial Full Occupancy Commencement Date will be January 1, 2018 (or such earlier date as the Put Premises C Leasing Test is satisfied) under Section 2.1(B)(i)(a) of the Lease;

(i i) the Rentable Floor Area of the Building will be increased to 220,190 square feet of Rentable Floor Area pursuant to Section 2.1(B)(i)(b)(i) of the Lease;

(ii i) Tenant shall be leasing a total of approximately 206,169 square feet of Rentable Floor Area of Premises after giving effect to the deemed increase in Rentable Floor Area under Section 2.1(B)(i)(b)(ii) and Exhibit 2.1 of the Lease;

(i v) the Annual Fixed Rent payable with respect to each Portion of the Premises shall be calculated in accordance with Section 3.3(D)(2) of the Lease based on the Rentable Floor Area of the Premises as increased pursuant to Section 2.1(B) of the Lease, as described above;

(v) Pursuant to Section 2.1(B)(i)(b)(iv) of the Lease, Tenant's Share for purposes of calculating Landlord's Tax Expenses Allocable to the Premises and Operating Expenses Allocable to the Premises will not change on account of the occurrence of the Substantial Full Occupancy Commencement Date;

(v i) Tenant shall pay Landlord, as Additional Rent, all electricity costs with respect to the Building and Lot (exclusive of Third-Party Electrical Costs) pursuant to Section 7.4(E) of the Lease (it being acknowledged that Tenant shall not be obligated thereafter to pay the Electricity Rent under Section 7.4(D) of the Lease and that Electricity Costs shall be excluded from Operating Expenses for the Building pursuant to Section 6.2(A)(iii)(c) of the Lease);

(vi i) Landlord shall provide the applicable portion of the Currently-Committed Put Premises Allowance not to exceed $880,180.00 in the aggregate (i.e., 18,861 rsf x $50.00 x (112 mo./120 mo.) = $880,180.00) for the purpose of defraying the cost of Tenant's Currently Committed Put Premises Work, which Tenant must properly requisition no later than (1) January 1, 2020 with respect to Put Premises A, and (2) July 1, 2019 with respect to Put Premises B, as set forth in Section 3.3(D)(5) of the Lease;

(vii i) Tenant's Maximum Parking Requirement shall be 238 Parking Permits (i.e., 154 Parking Permits plus 84 additional Parking Permits for the Delayed Portion of the Existing Premises, plus the Expansion Premises, plus Put Premises A and Put Premises B) under Section 10.2(A) of the Lease and Tenant's Minimum Parking Requirement shall be 193 Parking Permits (based on 109 Parking Permits plus 84 additional Parking Permits) under Section 10.2(B) of the Lease; and

(i x) Pursuant to Section 16.42 of the Lease, effective as of the Substantial Full Occupancy Commencement Date, Landlord shall separately demise the Basement Storage Premises and Tenant shall lease the Basement Storage Premises in its "as is" condition, pursuant to the terms and provisions of the Lease.

(c) As Is . Tenant acknowledges that Landlord has satisfied its obligations under Section 3.3(A) and (B) of the Lease with respect to Put Premises A and Put Premises B. Landlord shall have no obligation to deliver any Currently-Committed Put Premises Demise Notice with respect to Put Premises A or Put Premises B. Tenant hereby accepts Put Premises A and Put Premises B in their "as is" and "where is" condition on January 1, 2018, without representations or warranties by Landlord or Landlord's agents, and because Landlord has consented to the Sublease pursuant to the Consent, Landlord shall have no obligation to deliver Put Premises A or Put Premises B free and clear of tenants and occupants.

2. Miscellaneous .

(a) Sublease of Put Premises A . Pursuant to the Consent, Landlord will consent to Tenant's sublease of Put Premises A to Accomplice and Landlord agrees that in no event shall Landlord be entitled to (and Landlord expressly waives) any profit sharing under Section 11.6 of the Lease with respect to such Sublease provided that Tenant is not paid amounts that are not described in the Sublease attached to the Consent. In addition, Tenant acknowledges and agrees that Landlord will not be providing invoices or statements for Landlord's Tax Expenses or Operating Expenses Allocable to the Put Premises prior to the applicable Rent Commencement Date.

(b) Confirmatory Provisions . As of the Effective Date, the terms set forth on Exhibit A attached to this First Amendment are hereby added to the Lease.

(c) Brokerage . Landlord and Tenant each represent and warrant to the other that they have not dealt with any brokers in connection with this First Amendment, provided, however, the brokers identified in the Lease shall be paid a broker commission for Tenant's lease of Put Premises A and Put Premises B in connection with the broker agreement executed between Landlord and such brokers in connection with the Lease. Each party covenants to pay, hold harmless, and indemnify the other from and against any and all costs, expense, or liability for any compensation, commissions, or charges claimed by any other broker or agent with respect to this First Amendment or the negotiation thereof arising from its breach of the foregoing warranty.

(c) Authority . Landlord and Tenant each represent to the other party that it has the authority to enter into this First Amendment.

(d) Ratification . Except as expressly modified by this First Amendment, the Lease is hereby confirmed and shall remain in full force and effect.

(e) Counterparts . This First Amendment may be executed in counterparts, and when both Landlord and Tenant have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one First Amendment, which shall be binding upon and effective as to Landlord and Tenant.

[*signature page follows*]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this First Amendment as of the date first set forth above.

LANDLORD:

DAVENPORT OWNER (DE) LLC,
a Delaware limited liability company

By: /s/ Chad Remis
Name: Chad Remis
Title: Vice President
(duly authorized)

/s/ Kristen E. Binck
Kristen E. Bink
Assistant Secretary

TENANT:

HUBSPOT, INC.,
a Delaware corporation

By: /s/ JD Sherman
Name: JD Sherman
Title: COO
(duly authorized)

EXHIBIT A

Confirmatory REIT Provisions

(a) Rents from Real Property . Landlord and Tenant acknowledge and agree that all rental payable by Tenant to Landlord, which includes all sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of the Lease, shall qualify as "rents from real property" within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the " Code ") and the U.S. Department of Treasury Regulations promulgated thereunder (the " Regulations "). In the event that Landlord, in its sole discretion, determines that there is any risk that all or part of any rental shall not qualify as "rents from real property" for the purposes of Sections 512(b)(3) or 856(d) of the Code and the Regulations promulgated thereunder, Tenant agrees (x) to cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all payments as "rents from real property," (y) to permit an assignment of the Lease and (z) to allow Landlord to assign any and all obligations that Landlord has under the Lease to a third party; provided, however, that any adjustments required pursuant to this paragraph shall be made so as to produce the equivalent rental payments (in economic terms) payable prior to such adjustment.

(b) Acknowledgements . In furtherance of, and without limiting the generality of, the foregoing matters, Tenant acknowledges and agrees that (x) any payments due from Tenant on account of excess rent that may hereafter be received by Tenant in connection with any sublease or assignment under the Lease shall be made only if Landlord so elects such payments to be made, and (y) any parking spaces required to be provided to Tenant under the Lease or the Parking Addendum thereto shall be leased to Tenant by Landlord or the parking garage operator on the terms provided under the Lease or such Parking Addendum.

THE DAVENPORT
Cambridge, Massachusetts

Second Amendment to Amended and Restated Lease
HubSpot, Inc.

THIS SECOND AMENDMENT TO AMENDED AND RESTATED LEASE (" Second Amendment ") is made as of August 31, 2018 (the " Effective Date ") by and between DAVENPORT OWNER (DE) LLC, a Delaware limited liability company, having an office c/o Oxford I Asset Management USA Inc., 125 Summer Street, 16 th Floor, Boston, Massachusetts 02110 (" Landlord "), and HUBSPOT, INC., a Delaware corporation (" Tenant") , having an office at 25 First Street, Cambridge, Massachusetts 02141.

Background

A. Pursuant to the provisions of that certain Amended and Restated Lease dated as of November 1, 2015 between Tenant and Landlord's predecessor in interest, Jamestown Premier Davenport, LLC, dated as of November 1, 2015, as affected by Commencement Letter dated September 29, 2016, and as amended by the First Amendment to Amended and Restated Lease dated as of March 23, 2017(the " Existing Lease"), Tenant leases premises located at 25 First Street, Cambridge Massachusetts more particularly described in the Lease (the " Premises "). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Existing Lease. The Existing Lease, as amended hereby, is hereinafter referred to as the " Lease ."

B. Landlord sent the Currently-Committed Put Premises Demise Notice for Put Premises C under Section 3.3(D) of the Lease and the Basement Put Premises Demise Notice under Section 3.4(B) of the Lease to Tenant on April 30, 2018.

C. Pursuant to Section 3.3(D)(6) and Section 3.4(B) of the Lease, Landlord and Tenant wish to enter into this Second Amendment to memorialize Tenant's leasing from Landlord and Landlord's leasing to Tenant Put Premises C and the Basement Put Premises, as set forth more fully below.

Agreement

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Addition of Put Premises C . Commencing on the Commencement Date for Put Premises C, Put Premises C (consisting of 10,545 square feet of Rentable Floor Area) shall automatically be added to the Premises and Tenant will be leasing Put Premises C on all of the same terms and conditions of the Lease applicable to the demise of the other portions of the Premises leased to Tenant, except as described in Section 3.3(D)(1) – (6) of the Existing Lease, as amended hereby.

(a) Notwithstanding anything in the Lease to the contrary, the Commencement Date with respect to Put Premises C is June 1, 2018.

(b) The Annual Fixed Rent for Put Premises C in the initial Term shall be the product of 10,545 square feet of Rentable Floor Area multiplied by the Annual Fixed Rent Rental Rate from time to time. The initial Annual Fixed Rent for Put Premises C, assuming the Rent Commencement Date occurs on March 1, 2019, is $579,975 per annum ($48,331.25 per month; $55.00 per square foot of Rentable Floor Area per annum) with increases as set forth in the Lease.

(c) Notwithstanding anything in the Lease to the contrary, the Rent Commencement Date for Put Premises C shall be the earlier of March 1, 2019 and the date that is one hundred and eighty (180) days after the date Tenant enters into possession of all or any portion of Put Premises C for the conduct of its business; provided, however, if Landlord has not completed the portions of the Landlord ' s Access/Egress Work necessary to permit Tenant to legally occupy a substantial portion of Put Premises C (the **" Substantial Completion of Landlord ' s Access/Egress Work in Put Premises C "**) by October 15, 2018, unless due to the acts or omissions of Tenant (it being understood that Landlord anticipates that governmental inspections of the elevator installed as part of Landlord ' s Access/Egress Work and any work required as a result of such inspections may occur after October 15, 2018, which shall not affect the Rent Commencement Date for Put Premises C so long as the Put Premises C may be legally occupied), then the Rent Commencement Date for Put Premises C shall be extended until the earlier of (i) Substantial Completion of Landlord ' s Access/Egress Work in Put Premises C, and (ii) the date that is one hundred and eighty (1 80) days after the date Tenant enters into possession of all or any portion of Put Premises C for the conduct of its business. After the later of (x) October 15, 2018 and (y) the date Tenant commences occupancy of Put Premises C for the conduct of its business, if Tenant delivers to Landlord a written request, Landlord agrees not to perform any of Landlord ' s Access/Egress Work in Put Premises C during normal business hours (i.e., 8 a.m. to 6 p.m. on weekdays other than Building holidays) and shall only perform such work within Put Premises C outside of normal business hours on nights, Building holidays and weekends (other than in the case of emergencies or with Tenant ' s prior approval not to be unreasonably withheld, conditioned or delayed). Following the Rent Commencement Date for Put Premises C, on the request of either party, Landlord and Tenant agree to join with each other in the execution of a written Commencement Date Agreement substantially in the form attached to the Existing Lease as Exhibit 3.1.

(d) Tenant shall take Put Premises C in its "as-is" and "where is" condition as more fully set forth in Section 3.3(D)(4) of the Lease and subject to Section 3.5 of the Lease.

(e) Landlord shall grant to Tenant a Tenant Improvement Allowance as more fully set forth in Section 3.3(D)(5) of the Lease. The parties anticipate that the Tenant Improvement Allowance for Put Premises C, assuming the Rent Commencement Date occurs on March 1, 2019, will be $456,950.00. The Outside Requisition Date with respect to such Tenant Improvement Allowance for Put Premises C will be December 31, 20 19.

(f) Subject to the following sentence, effective as of the Commencement Date for Put Premises C, Tenant's Maximum Parking Requirement shall be increased by 10 Parking Permits (for a total Tenant's Maximum Parking Requirement of 248 Parking Permits under Section 10.2(A) of the Lease and Tenant's Minimum Parking Requirement shall be increased by 10 Parking Permits (for a total Tenant's Minimum Parking Requirement of 203 Parking Permits under Section 10.2(B) of the Lease. Notwithstanding the foregoing, for so long as Tenant shall continue to satisfy the 100% Lease Test, effective as of the Commencement Date for Put Premises C, Tenant's Maximum Parking Requirement shall be 250 Parking Permits pursuant to Section 10.2(A) of the Lease and Tenant's Minimum Parking Requirement shall be 202 Parking Permits pursuant to Section 10.2(B) of the Lease.

(g) In accordance with Section 3.4(A)(y), the Annual Fixed Rent and other charges with respect to Put Premises C during any Extension Term shall be based on the actual rentable area of Put Premises C (which, as of the date of this Second Amendment, is 10,276 rentable square feet after taking into account the Put Premises C Rentable Area Reduction).

2. Addition of Basement Put Premises . Commencing on the Basement Put Premises Commencement Date (as defined in Section 3.4(B)(1) of the Existing Lease), the Basement Put Premises shall automatically be added to the Premises and Tenant will be leasing Basement Put Premises on all of the same terms and conditions of the Lease applicable to the demise of the other portions of the Premises leased to Tenant, except as described in Section 3.4(B)(1) – (6) of the Existing Lease, as amended hereby.

(a) The Basement Put Premises consists of 4,127 useable square feet and 5,552 rentable square feet. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant have agreed to use 5,552 rentable square feet for the purpose of calculating rent under Section 3.4(A) of the Lease and the Basement Put Premises Allowance under Section 3.4(B)(5). The Put Premises C Rentable Area Reduction as determined under Section 3.4(A) of the Lease is 269 square feet of Rentable Floor Area.

(b) The Estimated Basement Put Premises Commencement Date is September 1, 2018. Following the Basement Put Premises Commencement Date, on the request of either party, Landlord and Tenant agree to join with each other in the execution of a written Commencement Date Agreement substantially in the form attached to the Existing Lease as Exhibit 3.1.

(c) The Annual Fixed Rent for the Basement Put Premises in the initial Term shall be the product of 5,014 square feet (which is determined under Section 3.4(A) of the Lease by subtracting 538 square feet [i.e., 200% of the Put Premises C Rentable Area Reduction of 269 square feet] from 5,552 square feet) multiplied by the Annual Fixed Rent Rental Rate from time to time. The initial Annual Fixed Rent for the Basement Put Premises, assuming the Basement Put Premises Commencement Date occurs on the Estimated Basement Put Premises Commencement Date is $245,686.00 per annum ($20,473.83 per month; $49.00 per square foot of Rentable Floor Area per annum) with increases as set forth in the Lease.

(d) As set forth in Section 3.4(B)(3), the Rent Commencement Date for the Basement Put Premises shall be the date that is six (6) months after the Basement Put Premises Commencement Date, as the same may be extended in accordance with Section 5.1 (B) of the Existing Lease. The Basement Put Premises Rent Commencement Date is currently anticipated by the parties to occur on March 1, 2019.

(e) Tenant shall take the Basement Put Premises in its " as-is" and "where is" condition as more fully set forth in Section 3.4(B)(4) of the Lease. Landlord and Tenant have agreed upon the location of and plans and specifications for Landlord's Access/Egress Work and the plans are listed on Exhibit 1 attached to this Second Amendment as contemplated by Section 3.4(B)(4) of the Lease. Assuming the Basement Put Premises Commencement Date is the Estimated Basement Put Premises Commencement Date, then the Estimated Landlord's Access/Egress Work Completion Date will be October 1, 2018. Landlord and Tenant acknowledge that Tenant will use the Basement Put Premises for general business office use, that Landlord is not installing a second staircase as part of Landlord's Access/Egress Work, and therefore, as contemplated under Section 3.4(B)(4) of the Lease, Landlord will not incur any costs in connection with the installation of a second staircase and Tenant will not be required to pay Landlord any costs in connection therewith.

(f) Landlord shall disburse to Tenant a Tenant Improvement Allowance as more fully set forth in Section 3.4(B)(5) of the Lease. The parties anticipate that the Basement Put Premises Allowance, assuming the Rent Commencement Date occurs on March 1, 2019, will be $250,700.00. The parties anticipate that the Outside Requisition Date with respect to the Basement Put Premises Allowance will be August 1, 2020, assuming a Basement Put Premises Rent Commencement Date of March 1, 2019.

(g) As set forth in Section 3.4(B)(6) of the Lease, Annual Fixed Rent for the Basement Put Premises shall be a gross rent and Tenant shall not be obligated to pay Operating Expenses Allocable to the Premises or Landlord's Tax Expenses Allocable to the Premises with respect to the Basement Put Premises.

3. Tenant Alterations to Lobby . Subject to the terms and provisions of the Lease, as amended hereby, including without limitation Article 9 of the Lease, Tenant may at its sole cost construct the revolving door, smoothie bar and other improvements to the first floor lobby shown on the plan attached to this Second Amendment as Exhibit 2 ; provided, however, the parties agree that all such improvements constitute Above - Standard Alterations that must be removed by Tenant by expiration or earlier termination of the Lease Term (with Tenant repairing all damage resulting from the installation, operation and removal of such improvements), all in accordance with the provisions of the Lease. Without limiting the generality of the foregoing, Tenant shall not commence construction without obtaining Landlord ' s approval of the plans and specifications therefor as required under the Lease and Tenant shall reimburse Landlord for its Third Party Costs and pay Landlord ' s Construction Management Fee of 1% of Hard Costs plus design costs as set forth in Section 9.2 of the Lease.

4. Dogs in Premises . Landlord hereby amends paragraph (a) of the Building Dog Policy attached to the Lease as Exhibit 16.36 by replacing the words, "increased to fifteen (15) dogs" with the words, "increased to six (6) dogs per floor on which the Premises is located (not to exceed twenty (20) dogs in total)."

5. Miscellaneous .

(a) Pursuant to Section 16.42 of the Lease, Landlord previously demised the Basement Storage Premises and Tenant is leasing the Basement Storage Premises pursuant to the terms and provisions of the Lease.

(b) Brokerage . Landlord and Tenant each represent and warrant to the other that they have not dealt with any brokers in connection with this Second Amendment, provided, however, the brokers identified in the Lease shall be paid a broker commission for Tenant's lease of Put Premises C and the Basement Put Premises in connection with the broker agreement executed between Landlord and such brokers in connection with the Lease. Each party covenants to pay, hold harmless, and indemnify the other from and against any and all costs, expense, or liability for any compensation, commissions, or charges claimed by any other broker or agent with respect to this Second Amendment or the negotiation thereof arising from its breach of the foregoing warranty.

(c) Authority . Landlord and Tenant each represent to the other party that it has the authority to enter into this Second Amendment.

(d) Ratification . Except as expressly modified by this Second Amendment, the Lease is hereby confirmed and shall remain in full force and effect.

(e) Counterparts . This Second Amendment may be executed in counterparts, and when both Landlord and Tenant have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Second Amendment, which shall be binding upon and effective as to Landlord and Tenant.

[signature page follows]

IN WITNESS WHEREOF , Landlord and Tenant have entered into this Second Amendment as of the date first set forth above.

LANDLORD:

DAVENPORT OWNER (DE) LLC,
a Delaware limited liability company

By:	/s/ Chad Remis	
Name:	Chad Remis	Kristen E. Binck
Title:	Vice President (duly authorized)	Assistant Secretary

TENANT:

HUBSPOT, INC.,
a Delaware corporation

By:	/s/ Kenneth Papa
Name:	Kenneth Papa
Title:	Sr. Director, Global Real Estate & Facilities (duly authorized)

Exhibit 1

List of Plans and Specifications for Landlord's Access/Egress Work

(See Attached)

Exhibit 1

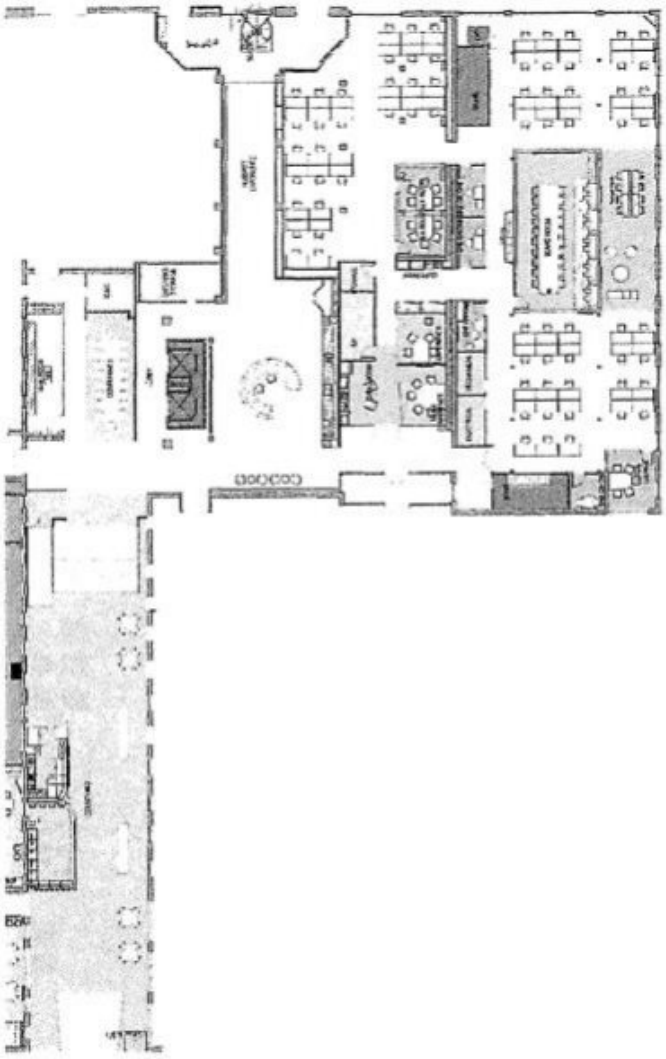
List of Plans and Specifications for Landlord's Access/Egress Work

Architect:	Interior Architects-Boston	
Job No.	100XFP.0016.000	
Job Name:	Oxford 25 First Street Basement, Cambridge MA 02141	
	Title	Iss. For Const.
Architectual		
AN-0.0	Cover Sheet	3/16/2018
AN-1.0	Project Information	3/16/2018
AN-2.0	General Notes	3/16/2018
AN-2.1	Specifications	3/16/2018
AN-2.2	Specifications	3/16/2018
AN-2.3	Specifications	3/16/2018
AN-2.4	Specifications	3/16/2018
AN-2.5	Specifications	3/16/2018
AN-2.6	Specifications	3/16/2018
AN-2.7	Specifications	3/16/2018
AN-2.8	Specifications	3/16/2018
AN-2.9	Specifications	3/16/2018
AN-2.10	Specifications	3/16/2018
AN-3.0	ADA - MAAB	3/16/2018
AN-4.0	Door Schedule	7/30/2018
A-0.0	Demolition Plan - Basement and First Floor	7/30/2018
A-1.0	Partition Plan - Basement and First Floor	7/30/2018
A-1.1	First Floor Framing Plan	3/16/2018
A-7.0	Stair Section	3/16/2018
A-8.0	Interior Details	3/16/2018
A-8.1	Interior Details	3/16/2018
Structural		
S.0.00	General Notes	3/16/2018
Sl.00	Basement/Foundation Plan, Sections and Details	3/16/2018
Sl.01	First Floor Plan, Sections and Details	3/16/2018
Fire Protection		
FP-0.0	Fire Protection - Legend, Details, General Notes, and	3/16/2018
FP-1.0	Fire Protection Demolition Plan - Basement & First Floor	7/30/2018
FP-2.0	Fire Protection Proposed Plan•- Basement & First Floor	7/30/2018
Plumbing		
P-0.0	Plumbing- Legend, Details, General Notes, and Special	3/16/2018
P-1.0	Plumbing Demolition Plan - Basement & First Floor	7/30/2018
P-2.0	Plumbing Proposed Plan•- Basement & First Floor	7/30/2018
Mechanical		
H-0.0	HVAC Legend & General Notes	3/16/2018
H-0. 1	HVAC Details, Schedules & Specifications	7/30/2018
H-1.0	HVAC Demolition Plan- Basement & first Floor	7/30/2018
H-2.0	HVAC Proposed Plan - Basement & First Floor	7/30/2018
Electrical		
E-0.0	Electrical Legend and General Notes	3/16/2018
E-1.0	Electrical Demolition Plan - Basement & First Floor	7/30/2018
E-2.0	Electrical Proposed Plan - Basement & First Floor	7/30/2018
E-3.0	Electrical Schedule	7/30/2018
E-4.0	Electrical Details	3/16/2018
E-5.0	Electrical Specifications	3/16/2018
Fire Alarm		
FA-0.0	Fire Alarm Legend and General Notes	3/16/2018
FA-1.0	Fire Alarm Demolition Plan - Basement & First Floor	3/16/2018
FA-2.0	Fire Alarm Proposed Plan - Basement & First Floor	7/30/2018
Wheelchair Lift	Wheelchair Lift Details	3/16/2018
VT-0.1		

Exhibit 2

Plan of Tenant Alterations in Lobby

(See Attached)



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Dated 12 day of November 2018

(1) Landlord: **HIBERNIA REIT PUBLIC LIMITED COMPANY**

(2) Tenant: **HUBSPOT IRELAND LIMITED**

(3) Guarantor: **HUBSPOT, INC.**

AGREEMENT FOR LEASE

of

1 - 6 Sir John Rogerson's Quay,
Dublin 2

ARTHUR COX

HI116/071/AC#29168263.13

THIS AGREEMENT made the 12 day of November 2018

BETWEEN

(1) **HIBERNIA REIT PUBLIC LIMITED COMPANY** (Company No. 531267) having its registered office at South Dock House, Hanover Quay Dublin D02 XW94 (hereinafter called the " **Landlord** " which expression shall where the context so admits or requires include its successors and assigns);

(2) **HUBSPOT IRELAND LIMITED (** Company No. 515723) having its registered office at One Dockland Central, Guild Street, Dublin 1 (hereinafter called the " **Tenant** " which expression shall where the context so admits or requires include its successors and permitted assigns); and

(3) **HUBSPOT, INC.,** having its registered office at (hereinafter called the " **Guarantor** " which expression shall where the context so admits or requires include its permitted successors and permitted assigns).

WHEREAS:

A. The Landlord is in the course of procuring the design, construction and development of the Estate.

B. Subject to the terms hereinafter appearing the Landlord shall grant and the Tenant shall take the Lease of the Demised Premises subject to the terms and conditions hereinafter appearing.

C. The Demised Premises forms part of the Building, which is located within the Estate.

NOW IT IS HEREBY AGREED as follows:-

1. **DEFINITIONS**

In this Agreement the following expressions shall be deemed to have the following meanings:-

1.1 "Ancillary Certificates" has the meaning ascribed to it in the BCR Code;

1.2 "Balconies" means the parts of the Building as are shown for the purposes of identification only coloured green on Plan Nos. 13, 14 and 15 attached hereto;

1.3 "Basement Storage Area" means that part of the Demised Premises located in the basement of the Building and allocated for use by the Tenant as a storage area shown for purposes of identification coloured light blue on Plan No. 4 attached hereto;

1.4 "BIM" means building information modelling (in accordance with the Construction Industry Council Building Information Model Protocol (first edition 2013));

1.5 "BCR Code" means the Code of Practice for Inspecting and Certifying Buildings and Works issued by the Minister for the Environment, Community and Local Government pursuant to Article 20G of the Building Control (Amendment) Regulations 2014;

1.6 "BER" means the building energy rating calculated and certified in accordance with the Building Control Legislation;

1.7 "Bicycle Area" means that part of the Demised Premises within the Basement shown coloured green on the Plan No. 5 attached hereto which the Tenant shall use for bicycle parking and for no other purpose;

1.8 "Building" means the building located at 1 - 6 Sir John Rogerson's Quay, Dublin 2 and more particularly outlined in red on Plan No. 2 attached hereto including the areas at basement level shown coloured in green on Plan No. 3 hereto and the brise soleil affixe d to the external parts of the b uilding shown coloured orange on Plan No s . 16, 17, 18, 19 and 20 attached hereto and shall be deemed to include any extensions or alterations to or any reductions or variations of it now or in the future respectively made within the Term of the Lease;

1.9 "Building Contract" means the building contract entered into between the Landlord and the Contractor based on the RIAI standard form with amendments for the construction of the Building;

1.10 "Building Control Act" means the Building Control Acts, 1990 to 2014;

1.11 Building Control Authority" means a Local Authority to which Section 2 of the Building Control Act, 1990 applies;

1.12 "Building Control Legislation" means the Building Control Act and the Building Control Regulations;

1.13 "Building Control Regulations" means the Building Control Regulations 1997 to 2015 and any amendments thereto;

1.14 "Capital Contribution" means a contribution amounting to €29.27 per square foot of the Demised Premises following the measurement of same in accordance with Clause 7.1, which the Landlord shall pay to the Tenant in respect of the CAT A Works set out in Appendix 7 under the heading '1-3 and 6 SJRQ' (the " **1-3 and 6 CAT A Works** ") and FOR THE AVOIDANCE OF DOUBT, the Capital Contribution shall be paid in stages by the Landlord to the Tenant upon receipt by the Landlord of a Tenant's Certificate in respect of each stage of the 1-3 and 6 CAT A Works in accordance with Clause 11.4;

1.15 "CAT A Works" means that part of the Tenant's Works as more particularly detailed in Appendix 7 and which relate only to that part of the Demised Premises comprising 1 – 6 Sir John Rogerson's Quay, Dublin 2;

1.16 "Certificate of Compliance on Completion" means a certificate of compliance in respect of the Landlord's Works to be lodged with the Building Control Authority in accordance with the Building Control Legislation;

1.17 "Certificate of Practical Completion" means the certificate of the Landlord's Architect that the Landlord's Works have been practically completed in accordance with the Specification and the Building Contract;

1.18 "Closing Date" means the date that the Lease is granted and delivered by the Landlord in accordance with the provisions of this Agreement which date shall be the first Working Day after the later of either the date of Completion or the Target Date;

1.19 "Collateral Warranties" means the collateral warranties to be provided by the Contractor and the Design Team substantially in the forms annexed hereto at Appendix 1;

1.20 "Completion" means

(a) the Certificate of Practical Completion has issued;

(b) the relevant particulars of the Certificate of Compliance on Completion for the Landlord's Works have been included on the register maintained by the Building Control Authority; and

(c) the completion of the Landlord's Works in accordance with the Specification so that any items of work or supply then outstanding or any defects then patent are of a minor or trivial nature only and are such that their completion or rectification will not interfere with or interrupt the use and occupation of the Demised Premises by the Tenant for the purpose of carrying out the Tenant's Works .

1.21 "Contractor" means John Paul Construction Limited or such other suitably qualified and experienced contractor as the Landlord shall select from time to time;

1.22 "Date of Practical Completion" means the date on which the Landlord's Architect issues the Certificate of Practical Completion;

1.23 "DCC Protocol" means the demolition and construction protocol for the Dublin Docklands Area provided by Dublin City Council and appended at Appendix 5 hereto;

1.24 "Demised Premises" means the premises more particularly described in the First Schedule to the Lease;

1.25 "Design Team" means the Landlord's Architect, the Landlord's Structural Engineer, the Landlord's Mechanical and Electrical Engineer and any sub-contractors having a material design responsibility and providing warranties under the Building Contract, including (but not limited to) the piling sub-contractor, the electrical sub-contractor, the mechanical sub-contractor and the glazing sub-contractor;

1.26 "Disability Access Certificate" means the disability access certificates numbered 0048/16 and RDAC/2018/0309 obtained by the Landlord or any other disability access certificate obtained or that may be obtained by the Landlord in relation to the Demised Premises as referred to in the Opinions on Compliance;

1.27 "Entrance Courtyard" means that part of the Demised Premises as is shown coloured green on Plan No. 6 attached hereto;

1.28 "Estate" means the development intended to be known as the Windmill Quarter as shown for identification purposes only hatched blue on Plan No. 1 annexed hereto and the extent of which Estate may be expanded or retracted from time to time by the Landlord and / or the Management company, and for the avoidance of doubt, the Estate may from time to time include areas which are not immediately contiguous in location to one another PROVIDED that such expansion or retraction does not materially affect the Tenant's use or operation of the Demised Premises;

1.29 "Exclusive Basement Services Areas" means those parts of the Demised Premises within the Basement shown coloured green on the Plan No. 4 attached hereto which exclusively service the Office Premises;

1.30 "Fire Safety Certificate" means the fire safety certificates numbered FA/15/1568/7D, FA/16/1490/REV and FA/17/1440/REV obtained by the Landlord or any other fire safety certificate obtained or that may be obtained by the Landlord in relation to the Demised Premises as referred to in the Opinions on Compliance;

1.31 "Fit-Out Protocol" means the tenant fit-out protocol appended at Appendix 6 hereto;

1.32 "Floor Area" means the total floor area of the Demised Premises expressed in square feet measured in accordance with the Measuring Code;

1.33 "Force Majeure" means an exceptional event, circumstance or cause which is beyond the Landlord's (or the Contractor's) reasonable control and the impact of which the Landlord (or the Contractor as the case may be) has taken all reasonable steps to mitigate, including:

(a) War, hostilities (whether war be declared or not), civil commotion, invasion, act of foreign enemies;

(b) Rebellion, riots, commotion or disorder, terrorism, revolution, insurrection, military or usurped power, or civil war;

(c) Munitions of war, explosive materials, sonic boom, ionising radiation or contamination by radioactivity;

(d) Natural catastrophes such as earthquake, hurricane, volcanic activity and typhoon;

(e) Restrictions or restraints of governmental authorities whether state or local;

(f) Labour lockout strikes and other industrial disputes; and/or

(g) Unforeseen non availability of materials or equipment as may be essential to the proper execution of the Landlord's Works;

1.34 "Funder" means any person or body currently or in the future providing financial assistance to the Landlord in relation to the Landlord's Works or the Landlord's interest in the Estate or any part of it, whose identity the Tenant is on notice of;

1.35 "Hard Stop Date" means 1 March 2020;

1.36 "Independent Architect" means Brian Murphy of MCA Architects or in the event of him being unwilling or unable to act such other architect (who shall have at least ten (10) years standing as an architect and experience in the design of office space in Ireland) as may be agreed between the parties and in default of agreement to be nominated upon the application of either party by the President for the time being of the Royal Institute of Architects of Ireland;

1.37 "Independent Chartered Surveyor" means a chartered surveyor of more than ten (10) years standing and experience in projects in Ireland similar to the construction of the Building or in the event of him/her being unwilling or unable to act such other chartered surveyor (who shall have at least ten (10) years standing as a chartered surveyor in Ireland) as may be agreed between the parties and in default of agreement to be nominated upon the application of either party by the President for the time being of the Society of Chartered Surveyors Ireland;

1.38 "Landlord Assigned Certifier" means Pro Cert or such other suitably qualified person as the Landlord shall appoint therefor in relation to the Landlord's compliance with the Building Control Regulations;

1.39 "Landlord's Architect" means Henry J. Lyons Architects or such other suitably qualified Architect as the Landlord shall appoint following notice to the Tenant;

1.40 "Landlord's Mechanical and Electrical Engineer" means J.V. Tierney & Company or such other suitably qualified firm of mechanical and electrical engineers as the Landlord may appoint from time to time as may be notified to the Tenant from time to time;

1.41 "Landlord's Option to Tax" means the Landlord's option to apply VAT to the rent and other consideration payable in respect of the Lease pursuant to Section 97(1) of the VAT Act;

1.42 "Landlord's Project Supervisor Design Process" means Garland Consultancy or such other suitably qualified person as the Landlord may appoint pursuant to the Safety Regulations from time to time following notice to the Tenant;

1.43 "Landlord's Structural Engineer" means Casey O'Rourke Associates Limited or such other suitably qualified Structural Engineers as the Landlord shall appoint in relation to the design of the Building in substitution therefor following notice to the Tenant;

1.44 "Landlord's Solicitor" means Arthur Cox, Ten Earlsfort Terrace, Dublin 2;

1.45 "Landlord's Works" means the construction of the Building in accordance with the Specification;

1.46 "Law" means every Act of Parliament and of the Oireachtas, law of the European Union and every instrument, directive, regulation, requirement, action and bye law made by any government department, competent authority, officer or court which now or may hereafter have force of law in Ireland;

1.47 "Lease" means the Lease in the form annexed hereto at Appendix 2 **;**

1.48 "LEED Rating" means the rating and certification system developed by the U.S. Green Building Council known as the 'Leadership in Energy and Environmental Design';

1.49 "Licence for Works" means the agreed form of licence for works annexed hereto at Appendix 3;

1.50 "Long Stop Date" means 1 September 2019;

1.51 "Measuring Code" means the International Property Measurement Standards 3: Office Buildings (current at the date when they are to be applied) published by the International Property Measurement Standards Coalition (or if there is no such code or standards, such code or standards as may be reasonably determined by the Landlord);

1.52 "Necessary Consents" means the Permission, the Fire Safety Certificate, the Disability Access Certificate and any regulations or requirements under the Building Control Legislation and all other consents, approvals or licences of and from all competent and Statutory Authorities in relation to the Demised Premises;

1.53 "Office Premises" means that part of the Demised Premises shown for purposes of identification only delineated in red on Plan Nos. 6, 7, 8, 9, 10, 11 and 12 attached hereto which premises excludes, for the avoidance of doubt, the Basement Storage Area, the Balconies, the Bicycle Area, the Entrance Courtyard, the Shower Area and the Exclusive Basement Services Areas;

1.54 "Opinions on Compliance" means market standard Opinions on Compliance with Planning Permission and Building Control Legislation of the Landlord's Architect in the form approved of by the Royal Institute of the Architects of Ireland confirming that the Landlord's Works are in substantial compliance with the Necessary Consents;

1.55 "Permission" means the Grants of Planning Permission, register reference 4238/17, 2050/17, 4446/16, 4516/16, 2836/15 and 1057/08 applicable to the Demised Premises to be referred to in the Opinions on Compliance;

1.56 **"** Planning Acts" means the Local Government (Planning and Development) Acts 1963 to 1998 and the Planning and Development Acts 2000 to 2016 and any statutory extension, modification, amendment or re-enactment of any such Act or Acts for the time being in force and any statutory instruments, regulations or orders made or issued under any such Act or Acts;

1.57 “Prescribed Rate” means EURIBOR plus 2 % ;

1.58 “Quarterly Gale Day” has the same meaning as set out in the Lease;

1.59 “Safety Regulations” means the Safety, Health and Welfare at Work Act 2005 and 2014 and any and all legislation pursuant thereto (including but not limited to the Safety, Health and Welfare at Work (Construction) Regulations 2013) as may be modified, amended or extended from time to time;

1.60 “Shower Area” means that part of the Demised Premises within the Basement shown coloured orange on the Plan No. 5 attached hereto which the Tenant shall use for shower and changing facilities and for no other purpose;

1.61 “Side Letter” means the side letter to be entered into between the Landlord, the Tenant and the Guarantor in respect of each of the Lease in the form set out in Appendix 4;

1.62 “Snag Items” includes items which are normally dealt with in a snagging list (which term shall have the meaning understood by custom in the building trade in Ireland);

1.63 “Specification” means the agreed form plans and specifications furnished by the Landlord's Architect in respect of the Landlord’s Works and identified in Appendix 9 hereto;

1.64 “Target Date” means 1 June 2019;

1.65 “Tenant Consents” means any and all planning permission, fire safety certificate, disability access certificate or other consents, approvals or licences of or from any competent or statutory authorities necessary for the Tenant’s Works;

1.66 “Tenant’s Architect” means Conor McCabe of Henry J Lyons, or such other suitably qualified Architect as the Tenant shall appoint in substitution therefor following notice to the Landlord;

1.67 “Tenant’s Certificate” means the certificate(s) of the Tenant’s Architect to be provided pursuant to Clause 11 of this Agreement and FOR THE AVOIDANCE OF DOUBT a Tenant’s Certificate shall be provided upon completion of each stage of the Tenant’s Works as set out in Clause 11;

1.68 “Tenant’s Solicitor” means Matheson Solicitors, 70 Sir John Rogerson’s Quay, Dublin 2;

1.69 “Tenant’s Specifications” means the plans and specifications to be furnished by the Tenant’s Architect to the Landlord’s Architect in accordance with Clause 3 of this Agreement;

1.70 “Tenant’s Works” means the Tenant’s works in accordance with the Tenant’s Specifications as may be approved by the Landlord pursuant to Clause 3.1;

1.71 “Term Commencement Date” means the Closing Date;

1.72 “Validated Certificate of Compliance on Completion” means the Certificate of Compliance on Completion validated by the Building Control Authority with the relevant particulars of the said certificate included on the register maintained by the Building Control Authority together with certified copies of all certificates (including Ancillary Certificates) and all other supporting documentation submitted with the Certificate of Compliance on Completion created for the purpose of procuring the validation of the Certificate of Compliance on Completion from the Building Control Authority;

1.73 “VAT” means Value Added Tax;

1.74 "VAT Act" means Value Added Ta xes Consolidation Act, 2010 as amended and any related VAT regulations and any enactment extending, amending, repealing, replacing or continuing the same ; and

1.75 "Working Day" has the meaning ascribed to it in Clause 2.6 hereof.

2. INTERPRETATION

Save as otherwise provided herein:-

2.1 Any reference to a clause, paragraph or sub-paragraph shall be a reference to a Clause, paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a Clause to a paragraph or subparagraph shall be a reference to a paragraph or sub-paragraph of the Clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended.

2.2 Any reference to the masculine gender shall include reference to the feminine gender and any reference to the neuter gender shall include the masculine and feminine gender and reference to the singular shall include reference to the plural.

2.3 References herein to any statute or section of any statute include a reference to any statutory amendment modification replacement or re-enactment thereof for the time being in force and to every instrument order direction regulation bye-law permission licence consent condition scheme and matter made in pursuance of any such statute.

2.4 Words such as "hereunder", "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular Clause or paragraph thereof.

2.5 The clause headings and captions and headings to the Appendices hereto shall not affect the construction of this Agreement.

2.6 "Day" shall mean calendar day, unless the text expressly refers to "Working Days". The following days shall not be counted as Working Days: Saturdays, Sundays, Public Holidays and Good Friday.

2.7 "Person" includes a firm or a body corporate or unincorporated.

2.8 Reference to any Act of the Oireachtas shall include any Act replaced by it or any Act replacing it or amending it and any Order, Regulation, Instrument, Direction, Scheme or Permission made under it or deriving validity from it.

2.9 References to "this Agreement" shall where the context so requires include this Agreement as supplemented, amended, modified or varied from time to time.

2.10 The Appendices shall be read and construed as if they formed part of the body of this Agreement and the term "this Agreement" shall be construed as including the Appendices hereto.

2.11 Reference to any society, institute or other professional body shall include any other body established from time to time in succession to or in substitution for or carrying out the function formerly carried out by such society, institute or other professional body.

3. **SUBMISSION AND APPROVAL OF TENANT'S SPECIFICATION**

3.1 The parties agree that the Tenant will use all reasonable endeavours to submit to the Landlord for approval the Tenant's Specifications at least ten (10) weeks prior to the proposed commencement of the Tenant's Works which must be provided to the Landlord in triplicate and, provided the Landlord provides its "3D Building Information Asset Model" (i.e. Revit / 3D format model) (the " **Model** ") to the Tenant with the necessary copyright licence to use the Model, in a format that can be incorporated into the Landlord's "3D Building Information Asset Model" (if such a licence is required by the Tenant) (i.e. Revit / 3D format) and which shall be approved in writing by the Landlord (acting reasonably) within 20 Working Days of receipt of the Tenant's Specification subject to the Landlord receiving all information and documentation that the Landlord may reasonably require including the documents set out in Clause 8.5 in order to properly evaluate and consider the plans and specifications enclosed therewith.

3.2 The Tenant may, at any time after the date hereof, subject to the prior approval of the Landlord (such approval not to be unreasonably withheld or delayed in circumstances where the proposed works are reasonably compatible with the character of the Building) prepare an application for planning permission for each of the following:-

(a) the location of telecom IT equipment on the roof within the dedicated plant areas; and / or

(b) any signage for the Building.

Subject to the Landlord having approved the proposed signage in accordance with this clause, the Landlord shall if requested, provide its written consent to the planning application addressed to the relevant planning authority.

3.3 In accordance with clause 3.2 above, the Landlord hereby acknowledges and confirms that it has approved the design and placement of the signage intent for the Demised Premises (the " **Intended Signage** ") as described in Appendix 11. The Landlord reserves the right to further approve the final detailed fixing details which may require amendment to the signage. The Landlord will, without undue delay, provide its written consent to the relevant planning authority in relation to any planning application(s) for the Intended Signage. Any increase in the size of the Intended Signage or additional signage shall be deemed an alteration to the Demised Premises and shall be subject to the further written approval of the Landlord (not to be unreasonably withheld or delayed in circumstances where the revised or additional signage is inoffensive and is substantially compatible with the character of the Building).

4. **CONSTRUCTION**

4.1 The Landlord shall use all reasonable endeavours to procure that the Contractor proceeds diligently with the construction of the Landlord's Works substantially in accordance with the Specification and with a view to completion of same as soon as reasonably practicable prior to the Target Date but, save as provided for herein, the Landlord shall not have any liability to the Tenant for any delay for any reason other than default of the Landlord in the completion of same.

4.2 The Landlord shall use all reasonable endeavours to procure that the Contractor undertakes the construction of the Landlord's Works in a good and workmanlike manner and using the standard of skill, care and diligence reasonably to be expected of a prudent contractor who is experienced in carrying out works of a similar size, scope and complexity to the Estate and in accordance with good building practice and the Specification and in substantial compliance with all the Necessary Consents.

4.3 The Landlord shall be liable for payment of all financial contributions (or approved staged payments thereof) pursuant to the Permission in respect of the Landlord Works.

4.4 The Landlord shall , in accordance with Clause 4.2, use all reasonable endeavours to deliver the Landlord's Works :-

(a) substantially in accordance with the Specification;

(b) in a manner which will enable the Demised Premises achieve a minimum of:-

(i) a LEED Rating of 'Gold' and with an expectation of achieving a LEED Rating of 'Platinum'; and

(ii) a BER rating of A3.

In complying with its obligations to deliver the Landlord's Works substantially in accordance with the Specification, it is agreed and confirmed that the Landlord may make any modifications to the details contained in the Specification that are required by any competent authority as a condition of the grant or continuance in force of any Necessary Consents, or that are reasonably required by the Landlord provided that no modification may be made pursuant to this clause that would substantially alter:-

(c) the location, layout or extent of the Demised Premises; or

(d) the quality of the type of materials provided for in the Specification;

(e) the LEED Rating or BER rating as set out in paragraph (b) above; or

substantially prejudice the use of the Demised Premises for the purpose specified in the Lease, save as may be agreed with the Tenant.

4.5 The Landlord shall be responsible for the fees or charges payable by law in relation to the Necessary Consents including for the avoidance of doubt the cost of obtaining all Necessary Consents in relation to the Landlord's Works and the discharge of financial conditions under the relevant consents.

4.6 The Landlord shall, until the Closing Date, procure that the Landlord's Works are insured in their full reinstatement cost (together with architect's and surveyor's fees and the cost of demolition and site clearance) against loss or damage by any of the Insured Risks (as defined in the Lease).

4.7 The Landlord will engage the services of a competent person or persons to be the project supervisor for the design process for the Landlord's Works and as project supervisor for the construction stage of the Landlord's Works all in compliance with the requirements of the Safety Health and Welfare at Work (Construction) Regulations 2013.

4.8 If the Landlord's Works or any part thereof shall be delayed by or in consequence of:

(a) an event of Force Majeure; and/or

(b) any loss, damage or destruction to any part of the Demised Premises caused by an event which is insured under the all risks insurance required to be maintained hereunder (unless caused by the Landlord or its agents);

(c) any extension of time granted pursuant to Clause 30 of the Building Contract;

then the Contractor and/or the Landlord shall be entitled to a fair and reasonable extension of the time for completing the Landlord's Works. The Parties acknowledge and agree that nothing in this Agreement shall:-

(d) apart from an event of Force Majeure, allow for any extension to the Long Stop Date; and

(e) in any circumstances whatsoever, allow for any extension to the Hard Stop Date.

4.9 The Landlord shall use all reasonable endeavours to procure that the Contractor, or in default of the Contractor, another contractor, shall make good all defects in the Landlord's Works which arise during the period of 12 months commencing on the Date of Practical Completion (the " **Defects Liability Period** ") as soon as possible once it receives written notification from the Tenant (the " **Defects Notice** ") PROVIDED ALWAYS that the Defects Notice shall be served in writing to the Landlord as early as possible and, at a minimum, at least 7 days prior to the expiration of the Defects Liability Period. Where such defects are notified by the Tenant to the Landlord during the Defects Liability Period (subject always to the Tenant providing access to the Landlord's Works to the Landlord, Contractor and any other person nominated by either party), subject to the Landlord agreeing with the content of the Defects Notice, the Landlord shall use reasonable endeavours to procure that the Contractor or, in default of the Contractor, another contractor, shall make good such defects to the satisfaction of the Tenant (acting reasonably) and where reasonably practicable such remedial works should be carried out outside of the usual trading hours of the Tenant causing as little interference as possible to the Demised Premises and to the business carried out thereon and making good any damaged caused to the Demised Premises as a result of the defect or as a result of the remedying of any such defect. Any dispute as to the contents of the Defects Notice shall be determined by the Independent Architect.

4.10 In the event of the Landlord failing to procure the remediation of defects pursuant to Clause 4.9, and subject to not less than 15 Working Days prior notification to the Landlord, the Tenant shall have the right to remedy and make good the same and the Landlord hereby agrees to pay to the Tenant the sum equal to the reasonable and vouched costs and expenses of rectifying all such defects within 28 days of such written demand having been made and the Tenant shall use all reasonable endeavours to procure that any such works are undertaken by the contractor in a good and workmanlike manner and using the standard of skill, care and diligence reasonably to be expected of a prudent contractor who is experienced in carrying out works of a similar size, scope and complexity to the Demised Premises and in accordance with good building practice and the Specification and in substantial compliance with all the Necessary Consents and Tenant Consents.

5. COLLATERAL WARRANTIES

5.1 The Landlord shall furnish (or procure that the Contractor and the Design Team furnish) the Collateral Warranties to the Tenant on the Closing Date.

5.2 Subject to compliance by the Landlord of its obligations herein contained (and contained in the Lease) it is agreed that the Landlord shall not otherwise have any liability to the Tenant in relation to the construction and completion of the Demised Premises or the Building, other than where such liability arises from the negligent actions of the Landlord.

6. COMPLETION

6.1 The Landlord shall keep the Tenant generally informed of the progress towards Completion.

6.2 From the date hereof, t he Tenant's Architect and / or contractor shall be entitled to attend and witness any testing and commissioning (including any test or commissioning following a previous failed test or commissioning activities) provided always that the Tenant's Architect and / or contractor shall not disrupt or interfere with such testi ng and commissioning and the inspection shall not impact or delay the completion of the Landlord's Works and the Landlord will provide the Tenant with a testing and commissioning schedule within seven (7) Working Days of the date hereof .

6.3 The Landlord's Architect shall:

(a) notify the Tenant's Architect in writing not less than ten (10) Working Days before the date on which the Landlord's Architect anticipates that he will issue the Certificate of Practical Completion; and

(b) invite the Tenant's Architect to arrange a joint inspection with the Landlord's Architect of the Demised Premises not less than five (5) Working Days prior to the date that it is anticipated the Certificate of Practical Completion will issue.

6.4 The Tenant shall co-operate in arranging such a joint inspection, and if the Tenant fails to respond to the Landlord's Architect's invitation within five (5) Working Days (as provided for in Clause 6.2(b)), then the Landlord's Architect may finalise the Certificate of Practical Completion without the Tenant's input.

6.5 The Tenant's Architect shall notify the Landlord's Architect in writing within three (3) Working Days of such inspection of any matters which in the view of the Tenant's Architect should have attention prior to the issue of the Certificate of Practical Completion and the Landlord's Architect shall take due regard of same but nothing herein shall limit the right of the Landlord's Architect to issue the Certificate of Practical Completion.

6.6 The Landlord's Architect will furnish to the Tenant a copy of the Certificate of Practical Completion (as agreed or determined) together with a list of the Snag Items (if any) to the Tenant upon its issue. Thereafter the Landlord shall give the Tenant and its contractors and professional advisors reasonable access to the Demised Premises for the purposes of preparing a list of any additional Snag Items provided always that the Tenant (or its agents) shall be accompanied by the Landlord (or its agents or employees) at all times during the inspection, unless otherwise agreed between the parties but the foregoing shall not unreasonably hinder the Tenant's ability to carry out a full inspection. Not less than 20 Working Days before the Closing Date the Tenant shall (i) be granted further reasonable access to the Demised Premises (on the same terms as detailed above) to carry out a final inspection and (ii) deliver a further list of additional Snag Items to the Landlord for rectification and if no such list is delivered prior to the Closing Date, the Tenant will be deemed to have accepted the Demised Premises on the Closing Date subject to the list of the Snag Items issued by the Landlord's Architect.

6.7 If the Certificate of Practical Completion is issued with a list of Snag Items remaining to be completed or remedied or the Tenant delivers to the Landlord its list of additional Snag Items pursuant to Clause 6.6 above, the Landlord shall use all reasonable endeavours to procure that those Snag Items are completed or remedied (as the case may be) as soon as practically possible before the Closing Date, and if that is not possible then as soon as practically possible thereafter, bearing in mind the availability, cost and type of items and works required to remediate the snags, and the existence of any remaining Snag Items shall not affect the date of Completion and the Landlord's Architect shall not be fettered from issuing the Certificate of Practical Completion at such time as in his opinion he thinks the Landlord's Works have been practically completed notwithstanding any dispute in respect thereof.

6.8 Without prejudice to Clauses 6.5 and 6.6, if the Tenant's Architect shall object to the issue of the Certificate of Practical Completion he shall do so in writing to the Landlord's Architect such notice to be received by the Landlord's Architect within five Working Days of receipt by the Tenant's Architect of a copy of the Certificate of Practical Completion specifying his objections which shall not include Snag Items. The Landlord's Architect and the Tenant's Architect shall endeavour to resolve what if any action should be taken and agree the d ate of Completion within five (5) Working Days of receipt by the Landlord's Architect of the details of such objections (any such agreement to be recorded in writing and signed by both architects) but if no agreement can be reached, the dispute shall be referred to the Independent Architect in the manner set out in Clause 6.8.

6.9 In the event of a dispute between the Landlord's Architect and the Tenant's Architect as to whether the Certificate of Practical Completion should have issued or whether Completion has been achieved under this Agreement having regard to the objections of the Tenant's Architect then the items in dispute shall be referred forthwith to the Independent Architect who shall be required to give a decision as to the date of Completion within ten (10) Working Days of being requested to resolve such dispute.

6.10 The Independent Architect shall:-

(a) act as an expert and not as an Arbitrator and his fees shall be borne by the party against whom he holds;

(a) afford to the Landlord and the Tenant a reasonable opportunity of stating (whether in writing or otherwise as may be decided by him and within time as he may stipulate in that behalf) reasons in support of such contentions as each party may wish to make relative to the matter or matters under consideration;

(b) be requested to:

(i) inspect the Demised Premises within five (5) Working Days of being requested to resolve such dispute; and

(ii) give a decision within five (5) Working Days of such inspection.

6.11 The determination of the Independent Architect shall be binding on the parties.

6.12 The costs of the determination will be borne by the party against whom the Independent Architect holds, but either party may discharge such costs in order to procure the release of the Expert's determination. Costs so paid by a party in whose favour the Independent Architect holds shall become a debt due to the paying party by the other as a contract debt.

6.13 Where the Independent Architect finds in favour of the Tenant and that the Certificate of Practical Completion should not have issued, then the Landlord shall procure that the items of works identified by the Independent Architect required to be completed shall be remedied as soon as possible and a further joint inspection of the relevant works shall be undertaken and on completion of such works the provisions of Clauses 6.4 to 6.8 shall be repeated mutatis mutandis until the parties agree or the Independent Architect determines that Completion in accordance with this Agreement has been achieved and the date of Completion shall be as agreed or determined in accordance with this Clause.

6.14 Where the Independent Architect finds in favour of the Landlord, the date of Completion shall remain as originally identified by the Landlord's Architect and all appropriate provisions shall apply thereto.

6.15 If there is any dispute between the Landlord and the Tenant as to whether any items properly constitute Snag Items either party shall have the right to refer the determination of such matter in dispute to the Independent Architect. The Independent Architect shall be requested to give his decision within ten days of his/her appointment and shall be entitled to receive oral and/or written submissions from the parties. The Independent Architect shall act as an expert and not as an arbitrator and his fees shall be borne equally between the parties.

6.16 In the event of the Landlord failing to procure the completion of all Snag Items (as agreed between the parties or as determined by the Independent Architect in circumstances of a dispute in accordance with Clause 6.14) within the timeframe specified at Clause 6.6 and subject to not less than 20 Working Days prior notification to the Landlord, the Tenant shall have the right to remedy and make good the same and the Landlord hereby agrees to pay to the Tenant the sum equal to the reasonable and vouched costs and expenses of rectifying all such Snag Items within 28 days of such written demand having been made and the Tenant shall use all reasonable endeavours to procure that any such works are undertaken by the contractor in a good and workmanlike manner and using the standard of skill, care and diligence reasonably to be expected of a prudent contractor who is experienced in carrying out works of a similar size, scope and complexity to the Demised Premises and in accordance with good building practice and the Specification and in substantial compliance with all the Necessary Consents and Tenant Consents.

7. RENT CALCULATION

7.1 The rent to be reserved under the Lease (therein defined as the "Initial Rent") shall be fifty-nine euro seventy-five cents (€59.75) per square foot of the Floor Area of the Office Premises calculated in accordance with the Measuring Code, together with a sum of seven euro fifty (€7.50) per square foot of the Floor Area for the Basement Storage Area and three thousand seven hundred and fifty euro (€3,750) in respect of each of the thirty one (31) car parking spaces. The Floor Area of the Demised Premises shall be measured and ascertained by the Landlord and the Tenant on such date as the Landlord shall notify to the Tenant and in the event of there being a dispute as to the Floor Area the matter shall be determined by an Independent Chartered Surveyor as set out hereunder:-

(a) The Landlord and the Tenant shall endeavour to agree the Floor Area of the Demised Premises;

(b) If they cannot do so the Floor Area shall be determined by such Independent Chartered Surveyor as the parties may agree or in default of agreement by such Chartered Surveyor as may be nominated upon the application of either party by the President (or other acting senior officer) of the Society of Chartered Surveyors Ireland;

(c) The Independent Chartered Surveyor so appointed shall act as an expert and shall afford to the Landlord and the Tenant a reasonable opportunity of stating (whether in writing or otherwise as may be decided by him) reasons in support of such contentions as each party may wish to make relative to the matter or matters under consideration.

7.2 The determination of the Independent Chartered Surveyor shall be binding on the parties and his costs shall be borne by the parties as he shall decide.

7.3 In the event of the Floor Area not having been agreed by the C losing Date, the Tenant shall pay to the Landlord rent of six million eight hundred and five thousand three hundred thirty nine euro (€ 6,805,339) per annum (exclusive of any service charge, VAT or other payments due by the Tenant under the Lease) based on an estimated Floor Area of one hundred and eleven thousand seven hundred and ninety six (111,796) square feet of Office space, one thousand two hundred and thirty seven (1,237) square feet of basement storage space together with three thousand seven hundred and fifty euro (€3,750) in respect of each of the thirty one (31) car parking spaces and within fourteen days of agreement on or determination of the Floor Area there shall be paid by the Landlord to the Tenant (or vice versa) any excess or underpayment (as the case may be) in respect of the period for which rent has been paid (calculated on a daily basis). The rent in the Lease shall be initially calculated by reference to the deemed Floor Area and the Landlord and the Tenant shall enter into a memorandum supplemental to the Lease according to the adjusted yearly rent calculated by reference to the Floor Area agreed or determined in accordance with the provisions of this Agreement.

8. **FITTING OUT OBLIGATION**

8.1 The Tenant shall be solely responsible at its own expense for the Tenant's Works so as to enable the Tenant to occupy and trade from the Demised Premises and the Tenant shall ensure it is in compliance with Clause 3 prior to the carrying out of any such works.

8.2 The Landlord requires the Tenant to enter into the Licence for Works prior to commencing the Tenant's Works and for the avoidance of doubt, the Term Commencement Date shall not be delayed or extended on account of a Licence for Works having not been executed by the Landlord except to the extent that the Landlord has unreasonably withheld or delayed executing the Licence for Works within the timeframe specified at Clause 3.1.

8.3 The Tenant shall submit to the Landlord the Tenant's Specification in accordance with Clause 3.1.

8.4 On the Closing Date, subject to receipt by the Landlord of the payments to be made by the Tenant in accordance with Clause 7 hereof, and subject to approval of the Tenant's Works, the Landlord shall hand over to the Tenant possession of the Demised Premises whereupon the Tenant shall carry out and complete fitting out of the Demised Premises in accordance with the Tenant's Specification as soon as practicable in all material respects substantially in accordance with any Tenant Consents.

8.5 For the avoidance of any doubt, the details and specifications which the Landlord may reasonably require in order to approve the Tenant's Specifications and execute the Licence for Works are as follows:

(a) full details of the Tenant's contractor and Tenant's professional team;

(b) if, at any time of the Tenant seeking approval of the Tenant's Specifications it is known that any of the Tenant's Works are to be carried out by way of sub-contract to a sub-contractor with design responsibility, copy of the sub-contract (or proposed sub-contract) and details of the sub-contractor, the insurance obligations imposed on the sub-contractor and the requirements in relation to providing a performance bond imposed on the sub-contractor (if any);

(c) full details of the insurances carried by the Tenant's contractor which insurances must be satisfactory to the Landlord (acting prudently but reasonably). In this respect, the relevant contractor shall be obliged to effect Contractors All Risks, public liability with an indemnity limit of €6,500,000 and employers liability insurances with an indemnity limit of €13,000,000 and such insurances shall, if required, by the Landlord, be extended to include the Landlord with an indemnity to principals clause with the Landlord specifically noted as principal or as joint insured. (In the event of the Landlord within

ten days of receipt of the said notification, notifying the Tenant that such fit-out contractor is not suitable to the Landlord, it shall not be lawful for the Tenant to permit or authorise such contractor to enter upon the Estate or the Demised Premises but the Landlord shall act reasonably and shall only be entitled to give such notice on the grounds that the proposed contractor does not have suitable experience in works similar to the Works or for such other good and substantial reason and which shall be advised to the Te nant in writing by the Landlord with reasonable evidence of the contractor's unsuitability at the time of notification) . However, the Landlord acknowledges and agrees that Sonica Fit o ut Limited (company number 520157) is a suitable contractor with suitable experience and the Landlord shall not raise any objections to Sonica Fitout Limited acting as the Tenant's fit out contractor ;

(d) confirmation of the existence of the insurances required by the Landlord together with a certificate of insurance;

(e) such other reasonable evidence of insurances as may be required by the Landlord from time to time, including evidence of renewals;

(f) subject to Clause 8.7 below, evidence of payment of any additional insurance premium payable by the Landlord as a result of the Tenant's Works;

(g) copy of the fit-out contract and sub-contracts that have been entered into at the date the Tenant's Specification is submitted;

(h) copies of any Tenant Consents (if any);

(i) full details of collateral warranties (the form of which, shall be approved by the Landlord, acting reasonably and having regard to the nature of the Tenant's Works) in relation to the Tenant's Works addressed to the Landlord which the Tenant's contractor, sub-contractors with design responsibility and Tenant's professional team will provide on completion of the Tenant's Works; and

(j) the method statements for the carrying out of the Tenant's Works and such other information and documentation as the Landlord might reasonably require in respect of the Tenant's Works.

8.6 The Landlord shall not be liable for completion of the Tenant's Works.

8.7 The Landlord shall, subject to the discharge by the Tenant of any increased or additional premium associated with same ("Clause 26 Cover"), procure that the Landlord's insurance for the Building maintained under the Lease shall provide for a waiver of all rights of subrogation against the Tenant, its' contractor and the Tenant's contractor's sub-contractors, in relation to any of the following risks:-

(a) fire, storm, tempest, flood; or

(b) bursting or overflowing of water tanks apparatus or pipes; or

(c) explosion, impact, aircraft; or

(d) riot, civil commotion or malicious damage.

8.8 Subject to the Landlord consenting to the Tenant's Works, and in addition to the Licence for Works that shall be entered into:

(a) The Tenant covenants with the Landlord to carry out the Tenant's Works in a good and workmanlike manner in accordance with the Tenant's Specifications, subject to approval of same (and any approval of any modification of the same) by the Landlord and to complete same for the permitted use as agreed with the Landlord.

(b) To the extent that the Tenant has possession of the Demised Premises at any time before the Lease is delivered to the Tenant, it is to hold the Demised Premises as a licensee of the Landlord and not under any contract of tenancy.

(c) Before carrying out any fitting out of the Demised Premises the Tenant shall obtain all Tenant Consents and the Tenant shall further ensure that all the Tenant's Works shall substantially comply therewith and shall furnish copies of same to the Landlord prior to such works commencing and shall substantially comply with the Permission, the Fire Safety Certificate and the Disability Access Certificate granted to the Landlord (as may be amended by the Tenant Consents) in respect of the Demised Premises, the DCC Protocol and the Fit-Out Protocol.

(d) As soon as reasonably practicable and in any event no later than 8 (eight) weeks following completion of the Tenant's Works, the Tenant shall furnish to the Landlord (to the extent not previously furnished):

(i) A certificate of compliance or exemption regarding the Planning Acts and Building Control Regulations from a suitably qualified architect or engineer in a form recommended by the Royal Institute of Architects of Ireland;

(ii) A hard copy and a soft copy of the Safety File for the Tenant's Works required by the Safety Regulations or upload the safety file to the Landlord's online register if requested;

(iii) As constructed drawings not otherwise included in the Safety File (if any);

(iv) Copy operating manuals not otherwise contained or included in the Safety File (if any);

(v) All collateral warranties as set out in Clause 8.4(i) together with copies of the relevant contracts, sub-contracts and/or appointments and evidence of the up-to-date insurances required to be effected pursuant to the said contracts, sub-contracts and /or appointments;

(vi) Copy Validated Certificate of Compliance on Completion in respect of the Tenant's Works (if applicable); and

(vii) Copy of the Tenant Consents (if any).

(e) The Tenant shall

(i) give the Landlord 7 days' prior notice of the commencement of the Tenant's Works;

(ii) agree with the Landlord the methodology for access to the Demised Premises for the purposes of carrying out the Tenant's Works (both parties acting reasonably), which will be carried out in accordance with the Fit-Out Protocol;

(iii) carry out the Tenant's Works in accordance with Tenant's S pecifications approved by the Landlord with good quality materials and in a proper and workmanlike manner and to make good any damage caused by the Tenant, its servants, agent and any other party involved in carrying out of the Tenant's Works (subject to the Tenant's inability to procure same on foot of any insurance claim at the Demised Premises in relation to the risks set out in Clause 8.7) ;

(iv) carry out the Tenant's Works in accordance with the relevant BIM requirements as set out in Appendix 10 hereto;

(v) observe and perform all proper precautions in executing the Tenant's Works and in particular not to endanger the safety of the Demised Premises or the Building or any part thereof;

(vi) comply with the requirements (whether notified or directed to the Landlord and then to the Tenant or directly to the Tenant) of the appropriate local authority, the insurers of the Building and the Landlord (acting reasonably) in relation to the fire security and safety precautions affecting the Demised Premises;

(vii) permit the Landlord and its agents to enter upon the Demised Premises at any time while the Tenant's Works are being carried out (subject only to the safety requirements of the Tenant or its project supervisor for the construction stage) for the purposes of inspecting the manner of execution of the Tenant's Works and compliance with the provisions of this Agreement provided that the Tenant receives reasonable prior written notice of such inspection and the inspection does not delay or disrupt the carrying out of the Tenant's Works;

(viii) not to cause or allow to be caused a nuisance or damage or disturbance to the Landlord, the occupiers for the time being of any adjoining property, the users of the Building and/or the safe and orderly operation of the Building and not to infringe the rights of any aforementioned person nor to acquire or entitle to be acquired by prescription any right which would interfere with the free use of any neighbouring or adjoining property;

(ix) provide a photographic record of inspections undertaken in relation to fire stopping works (including the removal or addition to the Demised Premises of fire stopping material) carried out as part of the Tenant's Works; and

(x) remove from the Demised Premises upon completion of the Tenant's Works all debris arising from and equipment used in connection with the carrying out of the Tenant's Works; and

(xi) comply with all obligations under or by virtue of any Law and to obtain and comply with such permissions, approvals, certificates, licences and consents as may be required to comply with all such Laws (and in particular with the provisions of the Planning Acts, Building Control Legislation and Safety Regulations) so far as the same relate to or affect the Tenant's Works and any operations, acts or things carried out, executed, done or omitted on the Demised Premises in connection with the Tenant's Works.

8.9 In the event of the Tenant's Works not conforming to the planning permissions procured in respect of them or not satisfying the requirements of the fire officer or the competent authority in relation to the provisions of any fire safety certificate or disability access certificate obtained or applied for in relation to the Building or the Tenant's Works to carry out such alterations or amendments as necessary to the Tenant's Works so that they comply with such planning permissions and fire safety requirements PROVIDED HOWEVER that in the event of it becoming impossible for such Tenant's Works to comply with the planning permissions procured and/or the requirements of the fire officer or other competent person or authority to restore, at the Tenant's own cost, the Demised Premises to the condition prevailing prior to the Tenant's Works being carried out and to the reasonable satisfaction of the Landlord or the Landlord's A rchitect (in relation to planning permissions) or the fire officer or competent authority (in relation to any f ire s afety c ertificate or disability access certificate) .

8.10 The Tenant hereby keeps the Landlord fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including without limitation those in respect of personal injury to or the death of any person or any injury or damage to any property, real or personal) arising out of any act omission or negligence of the Tenant or any persons in on or about the Demised Premises expressly or impliedly with the Tenant's authority in connection with the carrying out of the Tenant's Works or arising from the failure or omission by the Tenant, its servants, agents or any other party involved in the carrying out of the Tenant's Works to comply with any of the terms and provisions of this Clause 8.

8.11 Without prejudice to the completion deliverables in the Licence for Works or those set out in Clause 8.8(d) above, upon completion of the Tenant's Works, the Tenant shall notify the Landlord, and the Landlord's Architect shall be at liberty to inspect the same within five (5) Working Days and if the work has been carried out to the satisfaction of the Landlord's Architect, the Tenant's Architect shall issue to the Landlord and the Tenant a certificate that the Tenant has executed the works in accordance with the Tenant's Specifications and the Necessary Consents **PROVIDED ALWAYS** that the Tenant may complete the Tenant Works in sections (with each section not being less than a complete floor of the Demised Premises) and this clause will apply mutatis mutandis to each such section. Any failure of the Landlord to carry out any inspection in the relevant time period shall not prevent the Tenant's Architect from issuing the certificate certifying completion of the Tenant's Works or any section.

8.12 For the avoidance of doubt, each party shall be responsible for its own costs in respect of the Tenant's Works, and without prejudice to the generality of the foregoing, the Tenant shall not be responsible for the following costs and expenses that may be incurred by the Landlord:

(a) The Landlord's surveyors', architect' and engineers' fees in connection with the review and approval of the Tenant's Specifications; and

(b) The Landlord's legal and other professional costs in connection with the preparation and delivery of the Licence for Works.

In carrying out the Tenant's Works, the Tenant hereby agrees not to knowingly damage or cause to be damaged the Demised Premises or any part of the Estate or any adjoining premises or to obstruct the Landlord or its tenants or its nominated agents or contractors in the course of executing any works on the Estate, or the use or occupation of the Building or any part thereof and the Tenant or the person carrying out the Tenant's Works shall make good, without undue delay, any damage thereby caused to the Demised Premises (subject to the Tenant's entitlement to make a claim under the Landlord's insurance on the occurrence of any of the risks listed in Clause 8.7 or any part of the Estate or any adjoining premises.

8.13 The Landlord hereby acknowledges the Tenant's Design Intent in respect of the Tenant's Works as appended at Appendix 8 to this Agreement but the acknowledgment does not commit or amount to an approval of the detailed design of the Tenant's Works . The Landlord shall be entitled to withhold consent in respect of the design of any of the elements described in the Tenant's Design Intent, or any works related thereto , in accordance with the terms of this Agreement and Licence for Works but no furth er.

9. **GRANT OF LEASE**

9.1 At the time of the execution of this Agreement, the Tenant shall execute the Lease and the Side Letter (and any ancillary documents) in triplicate and they shall be held by the Landlord's Solicitor in escrow pending the Closing Date.

9.2 The Tenant shall become liable to comply with all the covenants on the part of the Tenant and conditions contained in the Lease with effect from the Closing Date.

9.3 The Landlord shall, subject to receipt of the relevant stamp duty, stamp the original and counterpart of this Agreement and shall return the original thereof to the Tenant within thirty (30) days of the date hereof.

9.4 The term of the Lease held in escrow and the Term Commencement Date, the Rent Commencement Date (as defined in the Lease) and the Service Charge Commencement Date (as defined in the Lease) shall commence on the Closing Date and the Tenant with the consent of the Guarantor hereby irrevocably authorises the Landlord to insert these dates in the relevant parts of the Lease and counterparts thereof on prior agreement with the Tenant's Solicitor.

10. **VAT**

10.1 The Landlord confirms to the Tenant that the Landlord will be exercising the Landlord's Option to Tax.

10.2 Where under this Agreement or the Lease or on the grant of the Lease the Landlord or the Tenant makes or is deemed to have made a supply for VAT purposes then any payment or deemed payment shall be exclusive of VAT and the party making payment shall in addition to all such payments or deemed payments pay to the other party all VAT lawfully payable within ten (10) Working Days of service or delivery of a valid VAT invoice.

11. **PAYMENTS**

11.1 The Tenant shall, on the signing hereof, pay the stamp duty payable on foot of this Agreement and its counterparts.

11.2 The Tenant shall pay on or prior to the Closing Date and prior to entering the Demised Premises to carry out any works:-

(a) an amount equal to one quarter of the Initial Rent as reserved in the Lease;

(b) such sum as the Landlord shall advise (with reasonable supporting evidence) the Tenant as being the advance payment of service charges payable pursuant to the Lease; and

(c) such sum as the Landlord shall advise (with reasonable supporting evidence) the Tenant on account of the first year's insurance premium payable by the Tenant under the Lease.

PROVIDED THAT all such sums are to be paid to the Landlord's Solicitor and held by the Landlord's Solicitor in trust and to the account of the Tenant until such time as the Lease shall be formally granted pursuant to Clause 9.

11.3 The Tenant shall discharge the VAT (if any) payable on this Agreement and/or the sums payable under the Lease subject to receipt by the Tenant of a valid VAT invoice.

11.4 The Landlord shall pay to the Tenant the Capital Contribution (exclusive of any VAT payable) in monthly stages in an amount that is proportionate to the extent to which the relevant CAT A Works have been carried out pursuant to the Tenant's fit-out contract, SUBJECT ALWAYS to receipt by the Landlord of a Tenant's Certificate from the Tenant's Architect detailing the works undertaken, certifying the proportion of the relevant CAT A Works that have been carried out, PROVIDED ALWAYS that there shall be no obligation on the Landlord to pay in excess of 90% of the Capital Contribution unless and until the deliverables set out at Clause 8.8(d) have been delivered to the Landlord. The Landlord shall make the relevant payment of Capital Contribution within 30 days of receipt of the Tenant's Certificate or receipt of the deliverables set out in Clause 8.8(d).

11.5 The Capital Contribution is stated on a gross basis (exclusive of VAT) but the Landlord may make any deduction or withholding on account of tax as is required under Chapter 2 of Part 18 of the Taxes Consolidation Act 1997. The Tenant receiving the Capital Contribution under this Agreement subject to any such deduction or withholding shall accept the net amount paid after deduction or withholding in discharge of the liability under this Agreement to the same extent as if the deduction or withholding had not been made.

11.6 The parties shall co-operate to ensure that all obligations arising under Chapter 2 of Part 18 of the Taxes Consolidation Act 1997 in respect of this Agreement are dealt with in a manner that endeavours not to cause tax difficulties for either party.

11.7 For the avoidance of doubt, the parties may also make any deduction or withholding on account of tax as required by law, including any deduction or withholding which does not arise under requirements of law at the date of entering into this Agreement but which may arise at any future date under any circumstances, including any change in law.

11.8 The Landlord shall pay to the Tenant a further sum of €27,000 (exclusive of any VAT payable) in lieu of the CAT A Works described in Appendix 7 under the heading '5-6 SJRQ' (the " **5-6 CAT A Works** "). The Landlord shall pay to the Tenant the said further sum within 30 days of a certificate from the Tenant's Architect certifying that the 5-6 CAT A Works are complete.

12. DOCUMENTS TO BE DELIVERED

12.1 The Landlord shall furnish to the Tenant on the Closing Date:

(a) Original Opinions on Compliance;

(b) A soft copy of the safety file for the Landlord's Works required by the Safety Regulations;

(c) As constructed drawings (to the extent not included in the safety file);

(d) Copy operating manuals (to the extent not included in the safety file);

(e) All Collateral Warranties together with certified copies of the relevant contracts and / appointments and copies of the relevant sub-contracts, and evidence of the up-to-date insurances required to be effected pursuant to the said contracts, sub-contracts and /or appointments;

(f) Certified copy of the Validated Certificate of Compliance on Completion in respect of the Landlord's Works;

(g) Copy of the Necessary Consents together with all supporting documentation submitted for the relevant applications for such Necessary Consents;

(h) A certified copy of the acknowledgement of the relevant planning authority that all financial contributions payable under the Permission regarding the Building are paid in full;

(i) Certified copies of the Certificate of Practical Completion together with the list of Snag Items together with certifies copies of all certificates of practical completion that have been issued under the Building Contract with respect to the Landlord's Works;

(j) A certified copy of the original Lease (the original to be furnished in accordance with Clause 9.3);

(k) A declaration pursuant to the Family Law Acts;

(l) The original Side Letter fully executed;

(m) The original Licence for Works fully executed (subject to the parties having agreed the Tenant's Works, the form of Licence for Works and the Tenant having provided the Landlord with all documents required under the Licence for Works);

(n) A letter consenting to the creation of the Lease (and this agreement) from any entity holding a charge over the Demised Premises and the Estate;

(o) A certificate from the company secretary of the Landlord that:

(i) the Landlord has not executed any charges of any description which are not shown as registered in the Companies Registration Office; and

(ii) that no resolution to wind up the Landlord has been passed and that no notice of a meeting at which it is proposed to wind up the Landlord has issued or been published and that no petition has been presented or is pending to wind up the Landlord and no steps have been taken to place the Landlord in receivership or to have a receiver or an examiner appointed;

(p) Copy of the BER certificate for the Building and the full advisory report in relation thereto (the parties note the Landlord's commitment at Clause 4.4 in this regard);

(q) All documents that the Landlord has agreed to furnish to the Tenant in accordance with the replies given by the Landlord's solicitors;

(r) A letter from the Landlord's insurance brokers (in a form previously agreed with the Tenant) confirming relevant details of the insurance policy relating to the Building including that premium has been paid and renewal date together with confirmation if available from reputable insurer on reasonable commercial terms containing a waiver of all subrogation rights in respect of the Tenant (including its contractors and its contractor's sub-contractors subject to the premium for same having been discharged by the Tenant in accordance with Clause 8.6) and confirmation that the policy contains a tenant non-invalidation clause;

(s) Completion searches duly certified and explained (subject to the Tenant's Solicitor furnishing searches to the Landlord's Solicitor); and

(t) Copies of all keys in the Landlord's possession in relation to the Demised Premises.

12.2 The Landlord shall furnish to the Tenant as soon as possible after the Closing Date a certified copy of the LEED certificate certifying that the Building has achieved a LEED rating (the parties note the Landlord's commitment at Clause 4.4 in this regard) and will use reasonable endeavours to procure same without undue delay.

13. **POSSESSION**

Upon taking possession of the Demised Premises the Tenant shall be deemed to take possession of the Demised Premises with full knowledge of the actual state and condition of the Demised Premises as to repair, finishes, means of access, enjoyment of light and air, party walls and otherwise, and subject to the terms hereof shall take the same as it stands. The Tenant confirms that it has received and read the tenant information booklet (the " **Tenant Information Booklet** ") and takes possession of the Demised Premises on full notice of the contents of the Tenant Information Booklet.

14. **NO ASSIGNMENT**

14.1 The Tenant shall not assign, under-let, charge, share, part with or otherwise in any way whatsoever (either directly or indirectly) deal with its interest under this Agreement or any part thereof without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed), save an assignment to a Group Company (as defined in the Lease).

14.2 This Agreement enures for the benefit of the successors and assigns of the Landlord's interest in the Demised Premises without the necessity for any assignment of it. The Landlord shall not require the prior consent of the Tenant to mortgage, charge, pledge or assign by way of security its interest under the within Agreement to any Funder.

14.3 In the event of the Landlord disposing of its interest in the Building or the benefit of this Agreement to a third party, the Landlord shall notify and provide reasonable evidence to the Tenant of said disposal. The Landlord shall inform any purchaser(s) of the Tenant's interest in the Building of this Agreement and will provide the original Agreement to the purchase(s) notifying them of the covenants and conditions contained in this Agreement, the Lease, the Side Letter and all ancillary documents arising from this transaction. The Landlord shall not dispose of its interest in the Building prior to the Closing Date unless the purchaser accepts and enters into a novation agreement with the Tenant accepting full responsibility and liability for the Landlord's obligations under this Agreement for Lease, the Lease, Side Letter and any Licence for Works that may have been executed by the Landlord.

15. **NO DAMAGE**

The Tenant on behalf of itself, its servants and agents hereby further specifically agrees not to damage the Demised Premises (other than as may be necessary for the completion of the Tenant's Works, PROVIDED THAT all such damage shall be made good by the Tenant) or any part of the Building or the Estate or any adjoining premises in the course of executing any works on the Demised Premises and if the Tenant, its servants or agents shall cause any damage as aforesaid, the Landlord in addition to any other remedy may make good all such damage where the Tenant fails to make good the damage following 20 Working Days' notice to the Tenant and the Tenant hereby agrees to pay to the Landlord the sum equal to the reasonable and vouched costs and expenses of making good all such damage within fourteen days of such written demand having been made and if such sum is not paid within that period, the Tenant shall pay interest on such sum at the Prescribed Rate from the expiration of the said fourteen day period until payment is made PROVIDED ALWAYS that where the Tenant is entitled to make a claim against the Landlord's insurance in relation to the damage, the Tenant shall not be required to make good the damage (and the Landlord shall not be entitled to exercise its remedies under this clause) until such time as the Landlord's insurers authorise or agree that the damage can be made good without prejudice to the Tenant's claim under the said insurance.

16. **TITLE**

16.1 **Landlord's title**

The Tenant confirms that it has received prima facie evidence of the Landlord's title to the Demised Premises, has been afforded a reasonable opportunity to raise all such pre-lease enquiries as it may have wished in relation to the Landlord's title, is satisfied with the evidence of Landlord's title furnished and shall not make any further objections or requisitions in respect of the Landlord's title to the Demised Premises with the exception of the completion searches.

16.2 **No implied easements**

Nothing in this Agreement shall impliedly confer upon or grant to the Tenant any easement, right or privilege other than those expressly granted by this Agreement or the Lease.

16.3 **No warranty as to user**

Nothing contained in this Agreement shall imply or warrant that the Demised Premises may be used under the Planning Acts and the Public Health Acts for the purpose herein authorised or any purpose subsequently authorised and the Tenant hereby acknowledges and admits that the Landlord has not given or made at any time any representation or warranty that any such use is or will be or will remain a permitted use under the Planning Acts.

16.4 **Representations**

The Tenant acknowledges that this Agreement has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Agreement and in open legal correspondence.

17. **TERMINATION**

Termination by Landlord

17.1 This Agreement may be terminated by the Landlord upon notification to the Tenant if at any time before completion of the Lease the following occurs:

(a) an event of substantial loss or damage occurs to the Building (other than where caused by the acts or omissions of the Landlord) such that the Landlord cannot deliver the Demised Premises in accordance with the Specification;

(b) any of the events described in the forfeiture provisions of the Lease occur subject to allowances for remedy of breach as outlined therein;

(c) if the Tenant (or the Guarantor) commits a material breach of the terms of this Agreement and, having been given notice of such breach, has failed to remedy (or take material steps to remedy) same within a period of ten (10) Working Days (or such longer period as may be reasonable in light of the nature of the breach) to the reasonable satisfaction of the Landlord;

17.2 In the event that the Landlord terminates this Agreement pursuant to Clause 17.1, this Agreement shall for all purposes other than the purposes of this clause be deemed to be absolutely rescinded but without prejudice to any remedy of the Landlord for any breach of this Agreement prior to such rescission:

(a) the Tenant must immediately release or cancel any registration against the Landlord's title in respect of this Agreement;

(b) the Tenant must, if in occupation, immediately vacate the Demised Premises and deliver it to the Landlord, who in the event of the Tenant failing to vacate and deliver up the same shall be entitled to recover possession of the Demised Premises from the Tenant by action or otherwise;

(c) the Tenant must remove from the Demised Premises all building and other materials and equipment on the Demised Premises in connection with the Tenant's Works; and

(d) the Landlord may, after a reasonable time period, take and retain possession of all completed or partially completed Tenant's Works on the Demised Premises, which are to be forfeited and become the property of the Landlord without the Landlord being liable to make to the Tenant any compensation or allowance in respect of them; and

(e) in the event that the Landlord terminates this Agreement pursuant to Clause 17.1 (b) and (c) only, the Landlord shall be entitled to recover from the Tenant and the Tenant shall pay to the Landlord in addition to all damages, costs and expenses which the Landlord may have suffered by reason of the rescission of this Agreement, if relevant, the licence fee payable in respect of the Demised Premises from the Closing Date up to the date on which the Tenant shall actually vacate the Demised Premises at the rate per day or part thereof which would have been payable by the Tenant under the Lease by way of rent from the said date had the Lease been delivered by the Tenant on the Closing Date and had the rent payable under the Lease been payable as and from such date.

17.3 The Tenant hereby agrees to indemnify and keep the Landlord indemnified against all direct expenses, costs, claims, demands, damages and other liabilities whatsoever arising directly from any material breach by the Tenant of any of the terms of this Agreement.

Breach by the Landlord

17.4 In the event that the Landlord commits or permits any material breach of the obligations on its part contained in this Agreement which is incapable of remedy then the Tenant may by notice in writing to the Landlord determine this Agreement whereupon this Agreement shall cease absolutely.

17.5 If the Landlord's Works do not achieve Completion on or before the Long Stop Date (as extended in accordance with this Agreement) or the Hard Stop Date, the Tenant shall be entitled to terminate this Agreement by notice in writing to the Landlord whereupon this Agreement shall immediately cease absolutely.

17.6 Termination of this Agreement under this Clause 17 shall be without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants by either party herein contained.

17.7 In the event that this Agreement is terminated pursuant to this Clause 17, the Landlord (or the Landlord's Solicitor as the case may be) shall return the Lease Documents (as executed by the Tenant) and the sums held in escrow pursuant to Clause 11.2 to the Tenant (or the Tenant's Solicitor) within thirty (30) days following the date of termination.

18. **NOT A DEMISE**

18.1 This Agreement is not intended nor shall it operate or be deemed to operate either at law or in equity as a demise of the Demised Premises notwithstanding that the Landlord could deliver or that either the Landlord or the Tenant or either of them could specifically enforce the delivery of the Lease nor shall the Tenant have or be entitled to any estate, right or interest in the Demised Premises or any part thereof or in any materials in or upon the same or any part thereof nor shall the relationship of Landlord and Tenant exist or arise or be deemed to exist or arise between the parties hereto.

19. **STAMP DUTY**

The Tenant shall be responsible for and discharge to the Landlord on demand all stamp duty arising in respect of this Agreement, the Lease and Counterparts thereof.

20. **AGREEMENT TO REMAIN IN FORCE**

The terms and conditions of this Agreement shall remain in full force and effect notwithstanding the grant of the Lease insofar as they remain to be observed and performed.

21. **SEVERANCE**

If any term or provision of this Agreement shall be held to be invalid or unenforceable in whole or in part for any reason then such term or provision shall to that extent be deemed not to form part of this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected.

22. **GUARANTOR**

The Guarantor jointly and severally covenants with the Landlord as a primary obligation that:

22.1 the Tenant or the Guarantor shall perform and observe the covenants and conditions on the part of the Tenant herein contained and that the Guarantor shall be a party to the Lease in the manner therein provided;

22.2 the Guarantor indemnifies the Landlord against all claims, demands, losses, damages, liability, costs, fees and expenses whatsoever sustained by the Landlord by reason of or arising out of any default by the Tenant in the performance and observance of any of its obligations to the Landlord under this Agreement;

22.3 that the Guarantor is jointly and severally liable with the Tenant (whether before or after any disclaimer by a liquidator, official assignee, trustee in bankruptcy or other persons administering the assets of the Tenant or whether before or after any repudiation by an examiner or other persons administering the assets of the Tenant) for the fulfilment of all the obligations of the Tenant under this Agreement and agrees that the Landlord in the enforcement of its rights hereunder, may proceed against the Guarantor as if the Guarantor was named as the Tenant in this Agreement;

22.4 the Guarantor provisions to the Lease are to apply to the Guarantor's obligations under this clause in respect of the Tenant's obligations to the Landlord under this Agreement mutatis mutandis as if same were set out in full in this Agreement;

22.5 The Guarantor shall be released from its obligations as Guarantor (under this Agreement and the Lease) on the happening of the earliest of the following events:

(a) In the event of this Agreement being assigned with the prior written consent of the Landlord (but such release shall only become effective on completion of such assignment); and

(b) where it is finally determined (after any appeals have been exhausted) by the Irish courts that the Landlord has unreasonably withheld its consent to a proposed assignment of this Agreement and such assignment subsequently proceeds (but such release shall only become effective on completion of such assignment).

22.6 In the event that the Guarantor as named in this Agreement ceases to be the principal holding company of the Tenant; or is acquired by a third party, then the Tenant and/or the Guarantor shall immediately notify the Landlord and the Tenant will ensure that the Guarantor as named in this Agreement for Lease is replaced with another entity acceptable to the Landlord (acting reasonably). In such circumstances, the Tenant and/or the Guarantor will provide all information required by the Landlord to satisfy itself as to the financial standing of the proposed guarantor.

23. BUILDING NAMING RIGHTS

The Landlord agrees that, as the Demised Premises consists of the entire office area of the Building, the Tenant shall, for so long as it has the entire interest under the Lease, have the right to name (and rename) the Building subject to Landlord consent which consent may only be refused on the grounds that the name is offensive or likely to upset public sentiment. The Tenant shall be entitled to publish or otherwise publicise the name of the Building and subject to Clause 3, submit any planning application for any Landlord approved signage to display the Building name.

24. NOTICES

24.1 Any notice under this Agreement shall be effectively given if sent by post or delivered by hand or by prepaid registered or recorded delivery mail to the intended recipient (FAO Legal Department in the case of service on the Tenant) or its Solicitors, at its registered address (if a company) or to his or their last known address (if an individual). Where sent by post, the notice shall be deemed to be served on the second day after posting. Any notice served on the Tenant and / or Guarantor shall also be copied by email to the following email address(es) (but any failure or omission to do so shall not prejudice or invalidate the notice served on the Tenant or the Guarantor).

(i) jkelleher@hubspot.com

(ii) kpapa@hubspot.com

24.2 Where the last day for taking any step would but for this provision be Christmas Day, Good Friday, a Saturday or Sunday or a Public Holiday such last day shall be the next following working day instead.

25. JURISDICTION

This Agreement shall be construed in accordance with the Laws of Ireland.

Appendix 1

Form of Collateral Warranties

Dated the day of 2018

PERMASTEELISA IRELAND LIMITED

and

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COLLATERAL AGREEMENT
SUB-CONTRACTOR TO BENEFICIARY

THIS AGREEMENT is made the day of 2018

BETWEEN

(1) **PERMASTEELISA IRELAND LIMITED** with company registration number 401929 and whose registered office is at c/o Lacey Consulting, 21 Priory Hall, Stillorgan Road, Stillorgan Co. Dublin ("the **Sub-Contractor");** and

(2) ● with company registration number ● and whose registered office is at ● **("Beneficiary"),** (together the **"Parties"** and each a **"Party").**

WHEREAS:

A. The Employer has entered into a contract dated 2 February 2017 (the **"Contract")** with John Paul Construction Limited (the **"Contractor")** in respect of certain works (the **"Works")** which form part of a commercial mixed use development at 1-6 Sir John Rogerson's Quay, Dublin 2 (the **"Project").**

B. The Contractor has appointed the Sub-Contractor by an agreement dated the 5th day of March 2017 (the **"Sub-Contract")** to carry out certain works forming part of the Works (the **"Sub Contract Works").**

C. The Beneficiary bas agreed to take a lease of part of the Project.

D. Under the terms of the Sub-Contract, the Sub-Contractor has agreed to enter into this Deed with the Beneficiary.

NOW IT IS HEREBY AGREED between the Beneficiary and the Sub-Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Sub-Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Sub-Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Sub-Contract Works in accordance with the terms of the Sub Contract and that it has not broken and shall not break any express or implied terms of the Sub Contract.

2. The Sub-Contractor warrants and undertakes to the Beneficiary that it will exercise all due and proper skill, care and diligence to be expected of a professionally qualified sub-contractor experienced in constructing sub-contract works of a similar nature, size, scope and complexity as the Sub-Contract Works in relation to:

    2.1 the design (to the extent required by the Sub-Contract) and the construction of the Sub Contract Works, including the supervision of all sub-sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to so supervise pursuant to the Sub-Contract or at common law) and

    2.2 the selection of materials and goods for the Sub-Contract Works, in so far as such goods and materials have been or will be selected by the Sub-Contractor, and

    2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included in or referred to in the Sub Contract to ensure the Sub-Contract Works are suitable for the purpose intended, and

    2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Sub-Contractor pursuant to the Sub-Contract.

3. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against any documented loss or expense incurred by the Beneficiary as a result of any breach of the provisions of the Sub-Contract or failure by the Sub-Contractor to comply with the terms thereof.

4. [Not Used]

5. The Sub-Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years (144 months) from the date of Practical Completion of the Works or 30 December 2030 (whichever is the earlier).

6. To the extent that design forms part of the Sub-Contract, the Sub- Contractor shall take out before commencing the Sub-Contract Works professional indemnity insurance in an amount of not less than €10,000,000 (ten million euro) in the annual aggregate for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works provided always that such insurance is generally available at commercially reasonable rates and terms. The Sub-Contractor shall notify the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms in order that the Sub-Contractor and the Beneficiary can discuss the best means of protecting their respective interests in respect of the Sub-Contract Works in the absence of such insurance. As and when it is reasonably requested to do so by the Beneficiary, the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained.

7. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Sub-Contractor in connection with the Sub Contract Works shall remain vested in the Sub-Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Sub Contract Works, including, without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement and repair of the Sub-Contract Works. The Sub-Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Sub-Contractor.

8. Without requiring the Sub-Contractor's consent the Beneficiary's rights under this Agreement may be assigned by the Beneficiary to another tenant without payment of any fee to the Sub Contractor. Any further assignments shall be subject to the prior written consent of the Sub Contractor (not to be unreasonably withheld, delayed or conditioned) but without the payment of any fee **PROVIDED THAT** nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any funder of the Beneficiary.

9. The Sub-Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Sub-Contract Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Sub-Contract Works in the particular circumstances in which the same is u sed .

13. Any notice to be given by the Sub-Contractor and / or Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary and/or Sub-Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year fust herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
SUB-CONTRACTOR
And delivered as a Deed

_____
Director

_____
Director/Secretary

Dated the day of 2018

PJ EDWARDS & COMPANY LIMITED

and

•

COLLATERAL AGREEMENT
SUB-CONTRACTOR TO BENEFICIARY

THIS AGREEMENT is made the day of 2018

BETWEEN

(1) **PJ EDWARDS & COMPANY LIMITED** with company registration number 39007 and whose registered office is at Kennelsfort Road, Palmerstown, Dublin 20 ("the **Sub-Contractor");** and

(2) ● with company registration number ● and whose registered office is at ● **("Beneficiary"),** (together the **"Parties"** and each a **"Party").**

WHEREAS:

A. The Employer has entered into a contract dated 2 February 2017 (the **"Contract")** with John Paul Construction Limited (the **"Contractor")** in respect of certain works (the **"Works")** which form part of a commercial mixed use development at 1-6 Sir John Rogerson's Quay, Dublin 2 (the **"Project").**

B. The Contractor has appointed the Sub-Contractor by an agreement dated the 26th day of April 2016 (the **"Sub-Contract")** to carry out certain works forming part of the Works (the **"Sub contract Works").**

C. The Beneficiary has agreed to take a lease of part of the Project.

D. Under the terms of the Sub-Contract, the Sub-Contractor has agreed to enter into this Deed with the Beneficiary.

NOW IT IS HEREBY AGREED between the Beneficiary and the Sub-Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Sub-Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Sub-Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Sub-Contract Works in accordance with the terms of the Sub Contract and that it has not broken and shall not break any express or implied terms of the Sub Contract.

2. The Sub-Contractor warrants and undertakes to the Beneficiary that it will exercise all due and reasonable skill, care and diligence to be expected of a professionally qualified sub contractor experienced in constructing sub-contract works of a similar nature, size, scope and complexity as the Sub-Contract Works in relation to:

    2.1 the design (to the extent impliedly or expressly required by the Sub-Contract) and the construction of the Sub-Contract Works, including, but not limited to the supervision of all sub-sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to so supervise pursuant to the Sub-Contract or at common law) and

    2.2 the selection of materials and goods for the Sub-Contract Works, in so far as such goods and materials have been or will be selected by the Sub-Contractor, and

    2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included, referred to or implied in the Sub-Contract to ensure the Sub-Contract Works are suitable for the purpose intended, and

2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Sub-Contractor pursuant to the Sub-Contract.

3. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against any loss or expense incurred by the Beneficiary as a result of any breach of the provisions of the Sub Contract or failure by the Sub-Contractor to comply with the terms thereof or any valid instructions or requirements of the Architect appointed by the Employer or as a result of the termination of the Sub-Contractor's employment under the Sub-Contract.

4. [Not Used]

5. The Sub-Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works (as defined in the Contract).

6. To the extent that design impliedly or expressly forms part of the Sub-Contract, the Sub Contractor shall take out before commencing the Sub-Contract Works professional indemnity insurance in an amount of not less than €6,500,000 (six million, five hundred thousand euro) any one accident or in the aggregate for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works provided always that such insurance is generally available at commercially reasonable rates and terms. The Sub-Contractor shall notify the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms in order that the Sub-Contractor and the Beneficiary can discuss the best means of protecting their respective interests in respect of the Sub-Contract Works in the absence of such insurance. As and when it is reasonably requested to do so by the Beneficiary , the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained. The terms and conditions of the policy of said insurance shall not include any term or condition to the effect that the Sub-Contractor must discharge any liability before being entitled to recover from its insurers. The Sub-Contractor shall not without the prior written approval of the Beneficiary settle or compromise with the insurers that which relates to a claim by the Beneficiary against the Sub-Contractor or by any act or omission loss or prejudice the Beneficiary's rights to make or proceed with such a claim against the insurer.

7. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Sub-Contractor in connection with the Sub Contract Works shall remain vested in the Sub-Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Sub Contract Works, including, without limitation, the construction, completion, maintenance , letting, promotion, advertisement, reinstatement and repair of the Sub-Contract Works. The Sub-Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Sub-Contractor.

8. Without requiring the Sub-Contractor's consent the Beneficiary's rights under this Agreement may be assigned twice, by the Beneficiary to another party and in turn by that party to another without payment of any fee to the Sub-Contractor. Any further assignments shall be subject to the prior written consent of the Sub-Contractor (not to be unreasonably withheld, delayed or conditioned) **PROVIDED THAT** nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any funder of the Beneficiary.

9. The Sub-Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Sub-Contract Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Sub-Contract Works in the particular circumstances in which the same is used.

10. If any dispute, difference or question (a **"dispute")** shall at any time hereafter arise between the parties to this Agreement or their respective assigns arising under or in connection with this Agreement, then a party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 7 (seven) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

11. If the dispute has not been resolved within 21 (twenty one) days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 (twenty one) days of the service of the notice of the dispute, either party shall be able to refer the dispute to arbitration by a person to be agreed between the parties, or, failing agreement between the parties within 14 (fourteen) days of either party having made a request in writing to the other party to concur in the appointment of an arbitrator, a person to be nominated upon the application of either party by the President for the time being of the Engineers Ireland. Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the *Arbitration Act, 2010.* Provided always that if the difference or dispute to be referred to arbitration under this Agreement raises issues which are substantially the same as/or connected with issues raised in a related dispute between the Beneficiary and/or the Sub Contractor and any third party and if such related dispute has already been referred for determination to an arbitrator or any court the parties agree that the difference or dispute under this Agreement shall be referred to such arbitrator or such court. Unless otherwise agreed between the parties the venue for any such arbitration shall be Dublin.

12. This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to Clauses 10 and 11, the parties irrevocably submit to the non-exclusive jurisdiction of the Irish Courts.

13. Any notice to be given by the Sub-Contractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary at its address set out above and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post to the Sub-Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
SUB-CONTRACTOR
And delivered as a Deed

_____
Director

_____
Director/Secretary

Dated the day of 2018

T. BOURKE & CO. LIMITED

and

•

COLLATERAL AGREEMENT
SUB-CONTRACTOR TO BENEFICIARY

H1116/071/AC#29246030.1

THIS AGREEMENT is made the day of 2018

BETWEEN

(1) **T. BOURKE & CO. LIMITED** with company registration number 39174 and whose registered office is at T22 Maple Avenue, Stillorgan Industrial Park, Blackrock, Co. Dublin ("the **Sub-Contractor** "); and

(2) ● with company registration number ● and whose registered office is at ● **("Beneficiary"),** (together the **"Parties"** and each a **"Party").**

WHEREAS:

A. The Employer has entered into a contract dated 2 February 2017 (the **"Contract")** with John Paul Construction Limited (the **"Contractor")** in respect of certain works (the **"Works")** which form part of a commercial mixed use development at 1-6 Sir John Rogerson' s Quay, Dublin 2 (the **"Project").**

B. The Contractor has appointed the Sub-Contractor by an agreement dated the 11 th day of November 2016 (the **"Sub-Contract")** to carry out certain works forming part of the Works (the **"Sub-Contract Works").**

C. The Beneficiary has agreed to take a lease of part of the Project.

D. Under the terms of the Sub-Contract, the Sub-Contractor has agreed to enter into this Deed with the Beneficiary.

NOW IT IS HEREBY AGREED between the Beneficiary and the Sub - Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Sub-Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Sub-Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Sub-Contract Works in accordance with the terms of the Sub Contract and that it has not broken and shall not break any express or implied terms of the Sub Contract.

2. The Sub-Contractor warrants and undertakes to the Beneficiary that it will exercise all due and proper skill, care and diligence to be expected of a professionally qualified sub-contractor experience in constructing sub-contract works of a similar nature, size, scope and complexity as the Sub-Contract Works in relation to:

    2.1 the design (to the extent impliedly or expressly required by the Sub-Contract) and the construction of the Sub-Contract Works, including, but not limited to the supervision of all sub-sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to so supervise pursuant to the Sub-Contract or at common law) and

    2.2 the selection of materials and goods for the Sub-Contract Works, in so far as such goods and materials have been or will be selected by the Sub-Contractor, and

    2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included, referred to or implied in the Sub-Contract to ensure the Sub-Contract Works are suitable for the purpose intended, and

2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Sub-Contractor pursuant to the Sub-Contract.

3. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against any loss or expense incurred by the Beneficiary as a result of any breach of the provisions of the Sub Contract or failure by the Sub-Contractor to comply with the terms thereof or any valid instructions or requirements of the Architect appointed by the Employer or as a result of the termination of the Sub-Contractor's employment under the Sub-Contract.

4. [Not Used]

5. The Sub-Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works (as defined in the Contract).

6. To the extent that design impliedly or expressly forms part of the Sub-Contract, the Sub Contractor shall take out before commencing the Sub-Contract Works professional indemnity insurance in an amount of not less than €6,500,000 (six million, five hundred thousand euro) in respect of any one claim or series of claims arising out of any one event for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works provided always that such insurance is generally available at commercially reasonable rates and terms. The Sub-Contractor shall notify the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms in order that the Sub-Contractor and the Beneficiary can discuss the best means of protecting their respective interests in respect of the Sub-Contract Works in the absence of such insurance. As and when it is reasonably requested to do so by the Beneficiary, the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained. The terms and conditions of the policy of said insurance shall not include any term or condition to the effect that the Sub-Contractor must discharge any liability before being entitled to recover from its insurers. The Sub-Contractor shall not without the prior written approval of the Beneficiary settle or compromise with the insurers that which relates to a claim by the Beneficiary against the Sub-Contractor or by any act or omission loss or prejudice the Beneficiary's rights to make or proceed with such a claim against the insurer.

7. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Sub-Contractor in connection with the Sub Contract Works shall remain vested in the Sub-Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Sub Contract Works, including, without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement and repair of the Sub-Contract Works. The Sub-Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Sub-Contractor.

8. Without requiring the Sub-Contractor's consent the Beneficiary's rights under this Agreement may be assigned twice, by the Beneficiary to another party and in turn by that party to another without payment of any fee to the Sub-Contractor. Any further assignments shall be subject to the prior written consent of the Sub-Contractor (not to be unreasonably withheld, delayed or conditioned) **PROVIDED THAT** nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any funder of the Beneficiary.

9. The Sub-Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Sub-Contract Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Sub-Contract Works in the particular circumstances in which the same is used.

10. If any dispute, difference or question (a **"dispute")** shall at any time hereafter arise between the parties to this Agreement or their respective assigns arising under or in connection with this Agreement, then a party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 7 (seven) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

11. If the dispute has not been resolved within 21 (twenty one) days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 (twenty one) days of the service of the notice of the dispute, either party shall be able to refer the dispute to arbitration by a person to be agreed between the parties, or, failing agreement between the parties within 14 (fourteen) days of either party having made a request in writing to the other party to concur in the appointment of an arbitrator, a person to be nominated upon the application of either party by the President for the time being of the Engineers Ireland. Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the *Arbitration Act, 2010.* Provided always that if the difference or dispute to be referred to arbitration under this Agreement raises issues which are substantially the same as / or connected with issues raised in a related dispute between the Beneficiary and/or the Sub Contractor and any third party and if such related dispute has already been referred for determination to an arbitrator or any court the parties agree that the difference or dispute under this Agreement shall be referred to such arbitrator or such court. Unless otherwise agreed between the parties the venue for any such arbitration shall be Dublin.

12. This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to Clauses 10 and 11, the parties irrevocably submit to the non-exclusive jurisdiction of the Irish Courts.

13. Any notice to be given by the Sub-Contractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary at its address set out above and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post to the Sub-Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
SUB-CONTRACTOR
And delivered as a Deed

_____
Director

_____
Director/Secretary

Dated the day of 2018

KIERNAN STRUCTURAL STEEL LIMITED

and

•

COLLATERAL AGREEMENT
SUB-CONTRACTOR TO BENEFICIARY

THIS AGREEMENT is made the day of 2018

BETWEEN

(1) **KIERNAN STRUCTURAL STEEL LIMITED** with company registration number 332551 and whose registered office is at Carrigglas, Longford ("the **Sub-Contractor** "); and

(2) ● with company registration number ● and whose registered office is at ● **("Beneficiary"),** (together the **"Parties"** and each a **"Party")** .

WHEREAS:

A. The Employer has entered into a contract dated 2 February 2017 (the **"Contract")** with John Paul Construction Limited (the **"Contractor")** in respect of certain works (the **"Works")** which form part of a commercial mixed use development at 1-6 Sir John Rogerson' s Quay, Dublin 2 (the **"Project")** .

B. The Contractor has appointed the Sub-Contractor by an agreement dated the 4th day of July 2016 (the **"Sub-Contract")** to carry out certain works forming part of the Works (the **"Sub Contract Works").**

C. The Beneficiary has agreed to take a lease of part of the Project.

D. Under the terms of the Sub-Contract, the Sub-Contractor has agreed to enter into this Deed with the Beneficiary.

NOW IT IS HEREBY AGREED between the Beneficiary and the Sub-Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Sub-Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Sub-Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Sub-Contract Works in accordance with the terms of the Sub Contract and that it has not broken and shall not break any express or implied terms of the Sub Contract.

2. The Sub-Contractor warrants and undertakes to the Beneficiary that it will exercise all due and proper skill, care and diligence to be expected of a professionally qualified sub-contractor experienced in constructing sub-contract works of a similar nature, size, scope and complexity as the Sub-Contract Works in relation to:

    2.1 the design (to the extent impliedly or expressly required by the Sub-Contract) and the construction of the Sub-Contract Works, including, but not limited to the supervision of all sub-sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to so supervise pursuant to the Sub-Contract or at common law) and

    2.2 the selection of materials and goods for the Sub-Contract Works, in so far as such goods and materials have been or will be selected by the Sub-Contractor, and

    2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included, referred to or implied in the Sub-Contract to ensure the Sub-Contract Works are suitable for the purpose intended, and

    2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Sub-Contractor pursuant to the Sub-Contract.

3. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against any loss or expense incurred by the Beneficiary as a result of any breach of the provisions of the Sub Contract or failure by the Sub-Contractor to comply with the tenns thereof or any valid instructions or requirements of the Architect appointed by the Employer or as a result of the termination of the Sub-Contractor's employment under the Sub-Contract.

4. [Not Used]

5. The Sub-Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works (as defined in the Contract).

6. To the extent that design impliedly or expressly forms part of the Sub-Contract, the Sub Contractor shall take out before commencing the Sub-Contract Works professional indemnity insurance in an amount of not less than €6,500,000 (six million, five hundred thousand euro) in respect of any one claim or series of claims arising out of any one event for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works provided always that such insurance is generally available at commercially reasonable rates and terms. The Sub-Contractor shall notify the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms in order that the Sub-Contractor and the Beneficiary can discuss the best means of protecting their respective interests in respect of the Sub-Contract Works in the absence of such insurance . As and when it is reasonably requested to do so by the Beneficiary, the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained. The terms and conditions of the policy of said insurance shall not include any term or condition to the effect that the Sub-Contractor must discharge any liability before being entitled to recover from its insurers. The Sub-Contractor shall not without the prior written approval of the Beneficiary settle or compromise with the insurers that which relates to a claim by the Beneficiary against the Sub-Contractor or by any act or omission loss or prejudice the Beneficiary's rights to make or proceed with such a claim against the insurer.

7. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Sub-Contractor in connection with the Sub Contract Works shall remain vested in the Sub-Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Sub Contract Works, including, without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement and repair of the Sub-Contract Works. The Sub-Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Sub-Contractor.

8. Without requiring the Sub-Contractor's consent the Beneficiary's rights under this Agreement may be assigned twice, by the Beneficiary to another party and in turn by that party to another without payment of any fee to the Sub-Contractor. Any further assignments shall be subject to the prior written consent of the Sub-Contractor (not to be unreasonably withheld, delayed or conditioned) **PROVIDED THAT** nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any funder of the Beneficiary.

9. The Sub-Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Sub-Contract Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Sub-Contract Works in the particular circumstances in which the same is used.

1 0 . If any dispute, difference or question (a **"dispute")** shall at any time hereafter arise between the parties to this Agreement or their respective assigns arising under or in connection with this Agreement, then a party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 7 (seven) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree-to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

11. If the dispute has not been resolved within 21 (twenty one) days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 (twenty one) days of the service of the notice of the dispute, either party shall be able to refer the dispute to arbitration by a person to be agreed between the parties, or, failing agreement between the parties within 14 (fourteen) days of either party having made a request in writing to the other party to concur in the appointment of an arbitrator, a person to be nominated upon the application of either party by the President for the time being of the Engineers Ireland. Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the *Arbitration Act, 2010.* Provided always that if the difference or dispute to be referred to arbitration under this Agreement raises issues which are substantially the same as/or connected with issues raised in a related dispute between the Beneficiary and/or the Sub Contractor and any third party and if such related dispute has already been referred for determination to an arbitrator or any court the parties agree that the difference or dispute under this Agreement shall be referred to such arbitrator or such court. Unless otherwise agreed between the parties the venue for any such arbitration shall be Dublin.

12. This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to Clauses 10 and 11, the parties irrevocably submit to the non-exclusive jurisdiction of the Irish Courts.

13. Any notice to be given by the Sub-Contractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary at its address set out above and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post to the Sub-Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
SUB-CONTRACTOR
And delivered as a Deed

_____
Director

_____
Director/Secretary

Dated the day of 2018

DESIGNER GROUP ENGINEERING CONTRACTORS LIMITED

and

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COLLATERAL AGREEMENT
SUB-CONTRACTOR TO BENEFICIARY

H1116/071/AC#29245942 . l

THIS AGREEMENT is made the day of 2018

BETWEEN

(1) **DESIGNER GROUP ENGINEERING CONTRACTORS LIMITED** with company registration number 196956 and whose registered office is at 52 Nore Road, Dublin Industrial Estate, Dublin 11, D11 V677 ("the **Sub-Contractor** "); and

(2) ● with company registration number ● and whose registered office is at ● **("Beneficiary"),** (together the **"Parties"** and each a **"Party").**

WHEREAS:

A. The Employer has entered into a contract dated 2 February 2017 (the **"Contract")** with John Paul Construction Limited (the **"Contractor"**) in respect of certain works (the **"Works** ") which form part of a commercial mixed use development at 1-6 Sir John Rogerson's Quay, Dublin 2 (the **"Project"**).

B. The Contractor has appointed the Sub-Contractor by an agreement dated the 11th day of November 2016 (the **"Sub-Contract")** to carry out certain works forming part of the Works (the **"Sub-Contract Works").**

C. The Beneficiary has agreed to take a lease of part of the Project.

D. Under the terms of the Sub-Contract, the Sub-Contractor has agreed to enter into this Deed with the Beneficiary.

NOW IT IS HEREBY AGREED between the Beneficiary and the Sub-Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Sub-Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Sub-Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Sub-Contract Works in accordance with the terms of the Sub Contract and that it has not broken and shall not break any express or implied terms of the Sub Contract.

2. The Sub-Contractor warrants and undertakes to the Beneficiary that it will exercise all due and proper skill, care and diligence to be expected of a professionally qualified sub-contractor experience in constructing sub-contract works of a similar nature, size, scope and complexity as the Sub-Contract Works in relation to:

    2.1 the design (to the extent impliedly or expressly required by the Sub-Contract) and the construction of the Sub-Contract Works, including, but not limited to the supervision of all sub-sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to so supervise pursuant to the Sub-Contract or at common law) and

    2.2 the selection of materials and goods for the Sub-Contract Works, in so far as such goods and materials have been or will be selected by the Sub-Contractor, and

    2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included, referred to or implied in the Sub-Contract to ensure the Sub-Contract Works are suitable for the purpose intended, and

    2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Sub-Contractor pursuant to the Sub-Contract.

3. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against any loss or expense incurred by the Beneficiary as a result of any breach of the provisions of the Sub Contract or failure by the Sub-Contractor to comply with the terms thereof or any valid instructions or requirements of the Architect appointed by the Employer or as a result of the termination of the Sub-Contractor's employment under the Sub-Contract.

4. [Not Used]

5. The Sub-Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works (as defined in the Contract).

6. To the extent that design impliedly or expressly forms part of the Sub-Contract, the Sub Contractor shall take out before commencing the Sub-Contract Works professional indemnity insurance in an amount of not less than €6,500,000 (six million, five hundred thousand euro) in respect of any one claim or series of claims arising out of any one event for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works provided always that such insurance is generally available at commercially reasonable rates and terms. The Sub-Contractor shall notify the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms in order that the Sub-Contractor and the Beneficiary can discuss the best means of protecting their respective interests in respect of the Sub-Contract Works in the absence of such insurance. As and when it is reasonably requested to do so by the Beneficiary, the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained. The terms and conditions of the policy of said insurance shall not include any term or condition to the effect that the Sub-Contractor must discharge any liability before being entitled to recover from its insurers. The Sub-Contractor shall not without the prior written approval of the Beneficiary settle or compromise with the insurers that which relates to a claim by the Beneficiary against the Sub-Contractor or by any act or omission loss or prejudice the Beneficiary's rights to make or proceed with such a claim against the insurer.

7. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Sub-Contractor in connection with the Sub Contract Works shall remain vested in the Sub-Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Sub Contract Works, including, without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement and repair of the Sub-Contract Works. The Sub-Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Sub-Contractor.

8. Without requiring the Sub-Contractor's consent the Beneficiary's rights under this Agreement may be assigned twice, by the Beneficiary to another party and in turn by that party to another without payment of any fee to the Sub-Contractor. Any further assignments shall be subject to the prior written consent of the Sub-Contractor (not to be unreasonably withheld, delayed or conditioned) **PROVIDED THAT** nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any funder of the Beneficiary.

9. The Sub-Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Sub-Contract Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Sub-Contract Works in the particular circumstances in which the same is used.

10. If any dispute, difference or question (a **"dispute "**) shall at any time hereafter arise between the parties to this Agreement or their respective assigns arising under or in connection with this Agreement, then a party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 7 (seven) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute .

11. If the dispute has not been resolved within 21 (twenty one) days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 (twenty one) days of the service of the notice of the dispute, either party shall be able to refer the dispute to arbitration by a person to be agreed between the parties, or, failing agreement between the parties within 14 (fourteen) days of either party having made a request in writing to the other party to concur in the appointment of an arbitrator, a person to be nominated upon the application of either party by the President for the time being of the Engineers Ireland. Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the *Arbitration Act, 2010.* Provided always that if the difference or dispute to be referred to arbitration under this Agreement raises issues which are substantially the same as/or connected with issues raised in a related dispute between the Beneficiary and/or the Sub Contractor and any third party and if such related dispute has already been referred for determination to an arbitrator or any court the parties agree that the difference or dispute under this Agreement shall be referred to such arbitrator or such court. Unless otherwise agreed between the parties the venue for any such arbitration shall be Dublin.

12. This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to Clauses 10 and 11, the parties irrevocably submit to the non-exclusive jurisdiction of the Irish Courts.

13. Any notice to be given by the Sub-Contractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary at its address set out above and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post to the Sub-Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

Director

Director / Secretary

GIVEN UNDER
the common seal of
SUB-CONTRACTOR
And delivered as a Deed

Director

Director/Secretary

Dated the day of 2018

RASCOR IRELAND LIMITED

and

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COLLATERAL AGREEMENT
SUB-CONTRACTOR TO BENEFICIARY

H1116/071/AC#29245864.I

THIS AGREEMENT is made the day of 2018

BETWEEN

(1) **RASCOR IRELAND LIMITED** with company registration number 481465 and whose registered office is at Executive House, Athy Business Campus, Kilkenny Road, Athy, Co. Kildare ("the **Sub-Contractor");** and

(2) ● with company registration number ● and whose registered office is at ● **("Beneficiary"),** (together the **"Parties"** and each a **"Party").**

WHEREAS:

A. The Employer has entered into a contract dated 2 February 2017 (the **"Contract")** with John Paul Construction Limited (the **"Contractor")** in respect of certain works (the **"Works")** which form part of a commercial mixed use development at 1-6 Sir John Rogerson' s Quay, Dublin 2 (the **" Project").**

B. The Contractor has appointed the Sub-Contractor by an agreement dated the 8th day of September 2016 (the **"Sub-Contract")** to carry out certain works forming part of the Works (the **"Sub-Contract Works").**

C. The Beneficiary has agreed to take a lease of part of the Project.

D. Under the terms of the Sub-Contract, the Sub-Contractor has agreed to enter into this Deed with the Beneficiary.

NOW IT IS HEREBY AGREED between the Beneficiary and the Sub-Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Sub-Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Sub-Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Sub-Contract Works in accordance with the terms of the Sub Contract and that it has not broken and shall not break any express or implied terms of the Sub Contract.

2. The Sub-Contractor warrants and undertakes to the Beneficiary that it will exercise all due and proper skill, care and diligence to be expected of a professionally qualified sub-contractor experienced in constructing sub-contract works of a similar nature, size, scope and complexity as the Sub-Contract Works in relation to:

    2.1 the design (to the extent impliedly or expressly required by the Sub-Contract) and the construction of the Sub-Contract Works, including, but not limited to the supervision of all sub-sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to so supervise pursuant to the Sub-Contract or at common law) and

    2.2 the selection of materials and goods for the Sub-Contract Works, in so far as such goods and materials have been or will be selected by the Sub-Contractor, and

    2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included, referred to or implied in the Sub-Contract to ensure the Sub-Contract Works are suitable for the purpose intended, and

    2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Sub-Contractor pursuant to the Sub-Contract.

3. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against any loss or expense incurred by the Beneficiary as a result of any breach of the provisions of the Sub Contract or failure by the Sub-Contractor to comply with the terms thereof or any valid instructions or requirements of the Architect appointed by the Employer or as a result of the termination of the Sub-Contractor's employment under the Sub-Contract.

4. [Not Used]

5. The Sub-Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works (as defined in the Contract).

6. To the extent that design impliedly or expressly forms part of the Sub-Contract, the Sub Contractor shall take out before commencing the Sub-Contract Works professional indemnity insurance in an amount of not less than €6,500,000 (six million, five hundred thousand euro) in respect of any one claim or series of claims arising out of any one event for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works provided always that such insurance is generally available at commercially reasonable rates and terms. The Sub-Contractor shall notify the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms in order that the Sub-Contractor and the Beneficiary can discuss the best means of protecting their respective interests in respect of the Sub-Contract Works in the absence of such insurance. As and when it is reasonably requested to do so by the Beneficiary, the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained. The terms and conditions of the policy of said insurance shall not include any term or condition to the effect that the Sub-Contractor must discharge any liability before being entitled to recover from its insurers. The Sub-Contractor shall not without the prior written approval of the Beneficiary settle or compromise with the insurers that which relates to a claim by the Beneficiary against the Sub-Contractor or by any act or omission loss or prejudice the Beneficiary's rights to make or proceed with such a claim against the insurer.

7. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Sub-Contractor in connection with the Sub Contract Works shall remain vested in the Sub-Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Sub Contract Works, including, without limitation, the construction, completion, maintenance , letting, promotion, advertisement, reinstatement and repair of the Sub-Contract Works. The Sub-Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Sub-Contractor.

8. Without requiring the Sub-Contractor's consent the Beneficiary's rights under this Agreement may be assigned twice, by the Beneficiary to another party and in turn by that party to another without payment of any fee to the Sub-Contractor. Any further assignments shall be subject to the prior written consent of the Sub-Contractor (not to be unreasonably withheld, delayed or conditioned) **PROVIDED THAT** nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any funder of the Beneficiary.

9. The Sub-Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Sub-Contract Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Sub-Contract Works in the particular circumstances in which the same is used.

10. If any dispute, difference or question (a **"dispute")** shall at any time hereafter arise between the parties to this Agreement or their respective assigns arising under or in connection with this Agreement, then a party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 7 (seven) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

11. If the dispute has not been resolved within 21 (twenty one) days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 (twenty one) days of the service of the notice of the dispute, either party shall be able to refer the dispute to arbitration by a person to be agreed between the parties, or, failing agreement between the parties within 14 (fourteen) days of either party having made a request in writing to the other party to concur in the appointment of an arbitrator, a person to be nominated upon the application of either party by the President for the time being of the Engineers Ireland. Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the *Arbitration Act, 2010*. Provided always that if the difference or dispute to be referred to arbitration under this Agreement raises issues which are substantially the same as/or connected with issues raised in a related dispute between the Beneficiary and/or the Sub Contractor and any third party and if such related dispute has already been referred for determination to an arbitrator or any court the parties agree that the difference or dispute under this Agreement shall be referred to such arbitrator or such court. Unless otherwise agreed between the parties the venue for any such arbitration shall be Dublin.

12. This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to Clauses 10 and 11, the parties irrevocably submit to the non-exclusive jurisdiction of the Irish Courts.

13. Any notice to be given by the Sub-Contractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary at its address set out above and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post to the Sub-Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
SUB-CONTRACTOR
And delivered as a Deed

_____
Director

_____
Director/Secretary

Dated the day of 2018

KONE (IRELAND) LIMITED

and

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COLLATERAL AGREEMENT
SUB-CONTRACTOR TO BENEFICIARY

H1116/071/AC#29245901.I

EXECUTION VERSION

THIS AGREEMENT is made the day of 2018

BETWEEN

(1) **KONE (IRELAND) LIMITED** with company registration number 123145 and whose registered office is at G7 Calmount Park, Calmount Avenue, Ballymore, Dublin 12 ("the **Sub Contractor** "); and

(2) ● with company registration number ● and whose registered office is at ● **("Beneficiary"),** (together the **"Parties"** and each a **"Party").**

WHEREAS:

A. The Employer has entered into a contract dated 2 February 2017 (the **"Contract")** with John Paul Construction Limited (the **"Contractor")** in respect of certain works (the **"Works")** which form part of a commercial mixed use development at 1-6 Sir John Rogerson's Quay , Dublin 2 (the **"Project").**

B. The Contractor has appointed the Sub-Contractor by an agreement dated the 21st day of October 2016 (the **"Sub-Contract")** to carry out certain works forming part of the Works (the **"Sub Contract Works").**

C. The Beneficiary has agreed to take a lease of part of the Pro ject.

D. Under the terms of the Sub-Contract, the Sub-Contractor has agreed to enter into this Deed with the Beneficiary.

NOW IT IS HEREBY AGREED between the Beneficiary and the Sub-Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Sub-Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Sub-Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Sub-Contract Works in accordance with the terms of the Sub Contract and that it has not broken and shall not break any express or implied terms of the Sub Contract.

2. The Sub-Contractor warrants and undertakes to the Beneficiary that it will exercise all due and proper skill, care and diligence to be expected of a professionally qualified sub-contractor experienced in constructing sub-contract works of a similar nature, size, scope and complexity as the Sub-Contract Works in relation to:

   2.1 the design (to the extent impliedly or expressly required by the Sub-Contract) and the construction of the Sub-Contract Works, including, but not limited to the supervision of all sub-sub-contractors of whatever tier (to such extent as the Sub-Contractor has an obligation to so supervise pursuant to the Sub-Contract or at common law) and

   2.2 the selection of materials and goods for the Sub-Contract Works, in so far as such goods and materials have been or will be selected by the Sub-Contractor, and

   2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included, referred to or implied in the Sub-Contract to ensure the Sub-Contract Works are suitable for the purpose intended, and

   2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Sub-Contractor pursuant to the Sub-Contract.

3. The Sub-Contractor shall indemnify and keep indemnified the Beneficiary against any loss or expense incurred by the Beneficiary as a result of any breach of the provisions of the Sub Contract or failure by the Sub-Contractor to comply with the terms thereof or any valid instructions or requirements of the Architect appointed by the Employer or as a result of the termination of the Sub-Contractor's employment under the Sub-Contract.

4. [Not Used]

5. The Sub-Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works (as defined in the Contract).

6. To the extent that design impliedly or expressly forms part of the Sub-Contract, the Sub Contractor shall take out before commencing the Sub-Contract Works professional indemnity insurance in an amount of not less than €6,500,000 (six million, five hundred thousand) in respect of each and every claim / in the aggregate for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works provided always that such insurance is generally available at commercially reasonable rates and terms. The Sub Contractor shall notify the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms in order that the Sub-Contractor and the Beneficiary can discuss the best means of protecting their respective interests in respect of the Sub-Contract Works in the absence of such insurance. As and when it is reasonably requested to do so by the Beneficiary, the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained. The terms and conditions of the policy of said insurance shall not include any term or condition to the effect that the Sub-Contractor must discharge any liability before being entitled to recover from its insurers. The Sub Contractor shall not without the prior written approval of the Beneficiary settle or compromise with the insurers that which relates to a claim by the Beneficiary against the Sub-Contractor or by any act or omission loss or prejudice the Beneficiary ' s rights to make or proceed with such a claim against the insurer.

7. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Sub-Contractor in connection with the Sub Contract Works shall remain vested in the Sub-Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Sub Contract Works, including, without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement and repair of the Sub-Contract Works. The Sub-Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Sub-Contractor.

8. Without requiring the Sub-Contractor's consent the Beneficiary's rights under this Agreement may be assigned twice, by the Beneficiary to another party and in turn by that party to another without payment of any fee to the Sub-Contractor. Any further assignments shall be subject to the prior written consent of the Sub-Contractor (not to be unreasonably withheld, delayed or conditioned) **PROVIDED THAT** nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any funder of the Beneficiary.

9. The Sub-Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Sub-Contract Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Sub-Contract Works in the particular circumstances in which the same is used.

10. If any dispute, difference or question (a **"dispute")** shall at any time hereafter arise between the parties to this Agreement or their respective assigns arising under or in connection with this Agreement, then a party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 7 (seven) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other mea ns. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

11. If the dispute has not been resolved within 21 (twenty one) days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 (twenty one) days of the service of the notice of the dispute, either party shall be able to refer the dispute to arbitration by a person to be agreed between the parties, or, failing agreement between the parties within 14 (fourteen) days of either party having made a request in writing to the other party to concur in the appointment of an arbitrator, a person to be nominated upon the application of either party by the President for the time being of the Engineers Ireland. Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the *Arbitration Act, 2010.* Provided always that if the difference or dispute to be referred to arbitration under this Agreement raises issues which are substantially the same as/or connected with issues raised in a related dispute between the Beneficiary and/or the Sub Contractor and any third party and if such related dispute has already been referred for determination to an arbitrator or any court the parties agree that the difference or dispute under this Agreement shall be referred to such arbitrator or such court. Unless otherwise agreed between the parties the venue for any such arbitration shall be Dublin.

12. This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to Clauses 10 and 11, the parties irrevocably submit to the non-exclusive jurisdiction of the Irish Courts.

13. Any notice to be given by the Sub-Contractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary at its address set out above and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post to the Sub-Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
SUB-CONTRACTOR
And delivered as a Deed

_____
Director

_____
Director/Secretary

Dated the day of 2018

J.V. TIERNEY & COMPANY (2002) LIMITED

and

•

COLLATERAL AGREEMENT
CONSULTANT TO BENEFICIARIES

THIS AGREEMENT is made the day of 2018

BETWEEN:-

(1) **J.V. TIERNEY & COMPANY (2002) LIMITED** with company registration number 359680 and whose registered office is at Harmony Row, Dublin 2 **("the Consultant").**

(2) ● with company registration number ● and whose registered office is at ● **("the Beneficiary")**

WHEREAS:-

A. By an Agreement in writing dated th e day of 201[ ] and made between Hibernia REIT Public Limited Company **("the Employer")** and the Consultant **("the Appointment"),** the Consultant agreed to provide the Employer with mechanical and electrical engineering services in connection with the design and construction of a mixed use development (the **"Project")** as more particularly described and defined in the Appointment.

B. The Beneficiary has agreed to take a lease of part of the Project.

C. The Consultant has agreed to enter into this Collateral Warranty with the Beneficiary.

NOW in consideration of the sum of €5 paid by the Beneficiary to the Consultant (receipt of which is acknowledged) IT IS HEREBY AGREED as follows:-

1. Throughout this Agreement any words and expressions commencing with a capital letter shall have the meanings ascribed to those words as defined in the Appointment.

2. The Consultant warrants to and undertakes to the Beneficiary that it has and will carry out its duties and the Services under the Appointment with all the reasonable skill, care and diligence to be expected of a professionally qualified consultant experienced in providing services of a similar nature, size and scope as the Services.

3. The Consultant binds itself to the Beneficiary in all respects as if the Beneficiary had jointly and severally with the Employer appointed the Consultant to act prior to the commencement of any Services by the Consultant to the extent that the Beneficiary and the Employer shall be entitled to enforce all remedies against the Consultant by virtue of any breach by the Consultant of its obligations pursuant to the Appointment.

4. The Consultant shall maintain professional indemnity insurance in respect of the Project in the amount of €6,500,000 (six million five hundred thousand euro), for any one claim or series of claims arising out of any one event, for a period of 6 (six) years after the date of Practical Completion of the Works. Thereafter, the Consultant shall maintain for a further 6 (six) years professional indemnity insurance provided that such insurance is generally available in the European Union at commercially reasonable rates and terms. The Consultant shall immediately inform the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms. The Consultant warrants that the premiums for the current period of insurance have been duly paid to the insurer. As and when the Consultant is reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection sufficient documentary evidence that the insurance required under this Clause is being maintained in accordance with the terms of this Agreement.

5. The copyright in all designs, drawings, reports , specifications, bills of quantities, calculations, consents, papers and other similar documents (to include CAD materials and other data stored on disk or in electronic format) produced by the Consultant in connection with the Project (the **"Documents ")** shall remain vested in the Consultant but the Beneficiary shall have a non-exclusive irrevocable and royalty free licence to reproduce, copy and use the Documents for all purposes connected with the Project. The Consultant shall not be liable for any use of the Documents for any purpose other than that for which they were prepared.

5.1 The Beneficiary shall be entitled (at its own cost) to full and proper copies of the Documents relating to the Project in the possession or control of the Consultant and the Consultant will not claim copyright or a lien in respect of them against the Beneficiary.

5.2 The licence granted to the Beneficiary under this Clause 5 shall include a right for the Beneficiary to grant sub-licences .

6. The Consultant warrants that it has not and will not specify for use in the Project any material known to be deleterious or affecting the durability of the Project or any material not in accordance with the Employer's standards, Irish standards or codes of practice or , if no Irish standards or codes of practice exist, the relevant British or European standard or code of practice which is the most current and appropriate .

7. The Beneficiary shall be entitled at any time to assign the benefit of this Agreement on 2 (two) occasions by way of absolute legal assignment to such person or persons as the Beneficiary thinks fit (in addition to an assignment to a lending institution or funder or any subsidiary or associated company of the Beneficiary) without the consent of Consultant. The Beneficiary shall give the Consultant prompt notice of any such assignment provided that the giving of such notice shall not be a precondition to the effectiveness of any assignment.

8. If any dispute or difference arises out of or in connection with this Agreement or arising thereunder (a **"dispute")** then any such dispute shall be and is hereby referred to arbitration and the final decision of such person as the parties may agree to appoint as arbitrator or failing agreement as may be appointed upon the application of either party to the President for the time being of the Engineers Ireland provided that either party may by written notice require that such nomination be to an arbitrator that has legal qualifications and with construction dispute experience (and the President shall be obliged to limit his nomination to a person with such qualifications and experience). Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the Arbitration Act 2010 or any Act amending same. The award of the arbitrator shall be final and binding on the parties . The language of arbitration shall be English and the venue shall be Dublin.

9. This Agreement shall be governed by and construed in accordance with the laws of Ireland .

10. The Consultant shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works .

11. Where this Agreement is executed by a partnership, all partners from time to time shall be jointly and severally liable.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
CONSULTANT
and delivered as a Deed:

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
BENEFICIARY
and delivered as a Deed:

_____
Director

_____
Director/Secretary

Dated the day of 2018

H J LYONS (ARCHITECTS) LIMITED

and

●

COLLATERAL AGREEMENT
ARCHITECT TO BENEFICIARIES

THIS AGREEMENT is made the day of 2018

BETWEEN:-

(1) **H J LYONS (ARCHITECTS) LIMITED** with company registration number 247166 and whose registered office is at 51 - 54 Pearse Street, Dublin 2 **("the Architect").**

(2) ● with company registration number ● and whose registered office is at ● **("the Beneficiary")**

WHEREAS:-

A. By an Agreement in writing dated th e day of 201[ ] and made between Hibernia REIT Public Limited Company **("the Employer")** and the Architect **("the Appointment"),** the Architect agreed to provide the Employer with architectural services in connection with the design and construction of a mixed use development (the **"Project")** as more particularly described and defined in the Appointment.

B. The Beneficiary has agreed to take a lease of part of the Project.

C. The Architect has agreed to enter into this Collateral Warranty with the Beneficiary.

NOW in consideration of the sum of €5 paid by the Beneficiary to the Architect (receipt of which is acknowledged) IT IS HEREBY AGREED as follows:-

1. Throughout this Agreement any words and expressions commencing with a capital letter shall have the meanings ascribed to those words as defined in the Appointment.

2. The Architect warrants to and undertakes to the Beneficiary that it has and will carry out its duties and the Services under the Appointment with all the reasonable skill, care and diligence to be expected of a professionally qualified consultant experienced in providing services of a similar nature, size and scope as the Services.

3. The Architect binds itself to the Beneficiary in all respects as if the Beneficiary had jointly and severally with the Employer appointed the Architect to act prior to the commencement of any Services by the Architect to the extent that the Beneficiary and the Employer shall be entitled to enforce all remedies against the Architect by virtue of any breach by the Architect of its obligations pursuant to the Appointment.

4. The Architect shall maintain professional indemnity insurance in respect of the Project in the amount of €6,500,000 (six million five hundred thousand euro), for any one claim or series of claims arising out of any one event (but subject to separate aggregate limits for claims in relation to asbestos and fire resistance of external cladding), for a period of 6 (six) years after the date of Practical Completion of the Works. Thereafter, the Architect shall maintain for a further 6 (six) years professional indemnity insurance provided that such insurance is generally available in the European Union at commercially reasonable rates and terms. The Architect shall immediately inform the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms. The Architect warrants that the premiums for the current period of insurance have been duly paid to the insurer. As and when the Architect is reasonably requested to do so by the Beneficiary, the Architect shall produce for inspection sufficient documentary evidence that the insurance required under this Clause is being maintained in accordance with the terms of this Agreement.

5. The copyright in all designs, drawings, reports, specifications , bills of quantities, calculations, consents, papers and other similar documents (to include CAD materials and other data stored on disk or in electronic format) produced by the Architect in connection with the Project (the **" Documents")** shall remain vested in the Architect but the Beneficiary shall have a non exclusive irrevocable and royalty free licence to reproduce, copy and use the Documents for all purposes connected with the Project. The Architect shall not be liable for any use of the Documents for any purpose other than that for which they were prepared.

   5.1 The Beneficiary shall be entitled (at its own cost) to full and proper copies of the Documents relating to the Project in the possession or control of the Architect and the Architect will not claim copyright or a lien in respect of them against the Beneficiary.

   5.2 The licence granted to the Beneficiary under this Clause 5 shall include a right for the Beneficiary to grant sub-licences .

6. The Architect warrants that it has not and will not specify for use in the Project any material known to be deleterious or affecting the durability of the Project or any material not in accordance with the Employer's standards, Irish standards or codes of practice or, if no Irish standards or codes of practice exist, the relevant British or European standard or code of practice which is the most current and appropriate.

7. The Beneficiary shall be entitled at any time to assign the benefit of this Agreement on 2 (two) occasions by way of absolute legal assignment to such person or persons as the Beneficiary thinks fit (in addition to an assignment to a lending institution or funder or any subsidiary or associated company of the Beneficiary) without the consent of Architect. The Beneficiary shall give the Architect prompt notice of any such assignment provided that the giving of such notice shall not be a precondition to the effectiveness of any assignment.

8. If any dispute or difference arises out of or in connection with this Agreement or arising thereunder (a **"dispute")** then any such dispute shall be and is hereby referred to arbitration and the final decision of such person as the parties may agree to appoint as arbitrator or failing agreement as may be appointed upon the application of either party to the President for the time being of the Royal Institute of the Architects of Ireland provided that either party may by written notice require that such nomination be to an arbitrator that has legal qualifications and with construction dispute experience (and the President shall be obliged to limit his nomination to a person with such qualifications and experience). Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the Arbitration Act 2010 or any Act amending same. The award of the arbitrator shall be final and binding on the parties. The language of arbitration shall be English and the venue shall be Dublin.

9. This Agreement shall be governed by and construed in accordance with the laws of Ireland.

10. The Architect shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works.

11. Where this Agreement is executed by a partnership, all partners from time to time shall be jointly and severally liable.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
ARCHITECT
and delivered as a Deed:

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
BENEFICIARY
and delivered as a Deed:

_____
Director

_____
Director/Secretary

Dated the day of 2018

JOHN PAUL CONSTRUCTION LIMITED

and

•

COLLATERAL AGREEMENT
CONTRACTOR TO BENEFICIARY

THIS AGREEMENT is made the day of 2018

BETWEEN

1. **JOHN PAUL CONSTRUCTION LIMITED** with company registration number 361432 and whose registered office is at Dundrum Business Park, Dundrum, Dublin 14 (the " **Contractor** "); and

2. ● with company registration number ● and whose registered office is at ● (the " **Beneficiary** "), (together the " **Parties** " and each a " **Party** ").

WHEREAS:

A. Hibernia REIT Public Limited Company (the " **Employer** ") has entered into a contract dated 2 February 2017 (the **"Contract")** with the Contractor in respect of certain works (the **"Works")** which form part of a commercial mixed use development at 1 – 6 Sir John Rogerson's Quay, Dublin 2 (the " **Project** ").

B. The Beneficiary has agreed to take a lease of part of the Project.

NOW IT IS HEREBY AGREED between the Beneficiary and the Contractor that in consideration of the sum of €10.00 now paid by the Beneficiary to the Contractor (sufficiency and receipt of which is hereby acknowledged) the following warranties and agreements shall have effect:

1. The Contractor warrants to the Beneficiary that it has performed and will perform its obligations in respect of the Works in accordance with the terms of the Contract and that it has not broken and shall not break any express or implied terms of the Contract.

2. The Contractor warrants and undertakes to the Beneficiary that it will exercise all due and proper skill, care and diligence to be expected of a professionally qualified contractor experienced in constructing works of a similar nature, size, scope and complexity as the Works in relation to:

   2.1 the design (to the extent impliedly or expressly required by the Contract) and the construction of the Works, including, but not limited to the supervision of all sub contractors of whatever tier (to such extent as the Contractor has an obligation to so supervise pursuant to the Contract or at common law) and

   2.2 the selection of materials and goods for the Works, in so far as such goods and materials have been or will be selected by the Contractor, and

   2.3 the satisfaction of any performance specifications or requirements in so far as such performance specifications or requirements are included, referred to or implied in the Contract to ensure the Works are suitable for the purpose intended, and

   2.4 the performance of all other services and duties performed or undertaken or to be performed or undertaken by the Contractor pursuant to the Contract.

3. [Not Used].

4. The Contractor shall owe a duty of care to the Beneficiary in respect of such matters provided that the Contractor shall owe no greater duty of care to the Beneficiary under this Agreement than it would have done if the Beneficiary had been named in substitution for the Employer in the Contract. The Contractor shall be entitled in any action or proceedings by the Beneficiary to rely on any term in the Contract and to raise the equivalent rights in defence as it would have under the Contract as if the Beneficiary had been named joint employer under the Contract and such claim had been brought thereunder (save in relation to set off and counter claim).

5. The Contractor shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works (as defined in the Contract).

6. The copyright in all drawings, report, specifications, bills of quantities, calculations and other similar documents provided by or on behalf of the Contractor in connection with the Works shall remain vested in the Contractor, but the Beneficiary and its appointee shall have an irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose relating to the Works, including, without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement and repair of the Works. The Contractor shall not be liable for any use by the Beneficiary or its appointee of any drawings and other documents for any purpose other than that for which the same were prepared by or on behalf of the Contractor.

7. [Not Used].

8. Without requiring the Contractor's consent the Beneficiary's rights under this Agreement may be assigned twice, by the Beneficiary to another party and in turn by that party to another without payment of any fee to the Contractor. Any further assignments shall be subject to the prior written consent of the Contractor (not to be unreasonably withheld, delayed or conditioned) PROVIDED THAT nothing in this Agreement will restrict an assignment of the Beneficiary's interest in this Agreement to any subsidiary, holding company or associated company of the Beneficiary or any assignment by way of security to a funder of the Beneficiary.

9. The Contractor undertakes with and warrants to the Beneficiary that it has not used or specified for use and will not use or specify for use (or permit the use or specification by others) in the construction of the Works any substances or materials which are not in accordance with Irish Standards or Codes of Practice in so far as they may be applicable or relevant (and if there are no Irish Standards or Codes of Practice then the appropriate British Standards and Codes which shall be applicable or relevant) or any materials or substances known to the building trade or profession at the time of specification to be deleterious to health or safety or the durability or suitability of the Works in the particular circumstances in which the same is used.

10. The Contractor (and any design consultant or sub-contractor with design responsibility retained by the Contractor in connection with the Works) shall maintain professional indemnity insurance in an amount of not less than €10 , 000,000 (ten million euro) for each and every claim for a period commencing now and ending 12 (twelve) years after the date of Practical Completion of the Works. As and when it is reasonably requested to do so by the Beneficiary , the Contractor shall produce for inspection documentary evidence that its (and its consultants' or sub-contractors') professional indemnity insurance is being maintained. The Contractor shall as soon as practicable notify the Beneficiary in the event of cancellation, non-renewal or of any material reduction in the insurance cover and shall enter into discussions with the Beneficiary as to how best to protect their respective interests at the cost of the Contractor.

11. If any dispute, difference or question (a **"dispute"**) shall at any time hereafter arise between the parties to this Agreement or their respective assigns arising under or in connection with this Agreement, then a party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute . Within 7 (seven) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means.

    At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

12. If the dispute has not been resolved within 21 (twenty one) days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 (twenty one) days of the service of the notice of the dispute, either party shall be able to refer the dispute to arbitration by a person to be agreed between the parties, or, failing agreement between the parties within 14 (fourteen) days of either party having made a request in writing to the other party to concur in the appointment of an arbitrator, a person to be nominated upon the application of either party by the President for the time being of Engineers Ireland. Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the Arbitration Act, 2010. Provided always that if the difference or dispute to be referred to arbitration under this Agreement raises issues which are substantially the same as/or connected with issues raised in a related dispute between the Beneficiary and/or the Contractor and any third party and if such related dispute is to be or has already been referred for determination to an arbitrator or any court the parties agree that the difference or dispute under this Agreement shall be referred to such arbitrator or such court. Unless otherwise agreed between the parties the venue for any such arbitration shall be Dublin.

13. This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to Clauses 11 and 12, the parties irrevocably submit to the non-exclusive jurisdiction of the Irish Courts.

14. Any notice to be given by the Contractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post to the Beneficiary at its address set out above and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post to the Contractor at its address set out above, and in the case of any such notices the same shall, if sent by registered post, be deemed to have been received forty eight hours after being posted.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
BENEFICIARY
And delivered as a Deed

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
CONTRACTOR
And delivered as a Deed

_____
Director

_____
Director/Secretary

Dated the day of 2018

CASEY O'ROURKE ASSOCIATES LIMITED

and

•

COLLATERAL AGREEMENT
CONSULTANT TO BENEFICIARIES

THIS AGREEMENT is made the day of 2018

BETWEEN:-

(1) **CASEY O'ROURKE ASSOCIATES LIMITED** with company registration number 414024 and whose registered office is at Behan House, 10 Lower Mount Street , Dublin 2 **("the Consultant").**

(2) ● with company registration number ● and whose registered office is at ● **("the Beneficiary")**

WHEREAS:-

A. By an Agreement in writing dated theday of201[ ] and made between Hibernia REIT Public Limited Company **("the Employer")** and the Consultant **("the Appointment"),** the Consultant agreed to provide the Employer with civil and structural engineering services in connection with the design and construction of a mixed use development (the **"Project")** as more particularly described and defined in the Appointment.

B. The Beneficiary has agreed to take a lease of part of the Project.

C. The Consultant has agreed to enter into this Collateral Warranty with the Beneficiary.

NOW in consideration of the sum of €5 paid by the Beneficiary to the Consultant (receipt of which is acknowledged) IT IS HEREBY AGREED as follows:-

1. Throughout this Agreement any words and expressions commencing with a capital letter shall have the meanings ascribed to those words as defined in the Appointment.

2. The Consultant warrants to and undertakes to the Beneficiary that it has and will carry out its duties and the Services under the Appointment with all the reasonable skill, care and diligence to be expected of a professionally qualified consultant experienced in providing services of a similar nature, size and scope as the Services.

3. The Consultant binds itself to the Beneficiary in all respects as if the Beneficiary had jointly and severally with the Employer appointed the Consultant to act prior to the commencement of any Services by the Consultant to the extent that the Beneficiary and the Employer shall be entitled to enforce all remedies against the Consultant by virtue of any breach by the Consultant of its obligations pursuant to the Appointment.

4. The Consultant shall maintain professional indemnity insurance in respect of the Project in the amount of €6,500,000 (six million five hundred thousand euro), in any one period of insurance and on a claims made basis, for a period of 6 (six) years after the date of Practical Completion of the Works. Thereafter, the Consultant shall maintain for a further 6 (six) years professional indemnity insurance provided that such insurance is generally available in the European Union at commercially reasonable rates and terms. The Consultant shall immediately inform the Beneficiary if such insurance ceases to be generally available at commercially reasonable rates and terms. The Consultant warrants that the premiums for the current period of insurance have been duly paid to the insurer. As and when the Consultant is reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection sufficient documentary evidence that the insurance required under this Clause is being maintained in accordance with the terms of this Agreement.

5. The copyright in all designs, drawings, reports, specifications, bills of quantities, calculations, consents, papers and other similar documents (to include CAD materials and other data stored on disk or in electronic format) produced by the Consultant in connection with the Project (the " **Documents** ") shall remain veste d in the Consultant but the Beneficiary shall ha v e a non-exclusive irrevocable and royalty free licence to reproduce, copy and use the Documents for all purposes connected with the Project. The Consultant shall not be liable for any use of the Documents for any purpose other than that for which they were prepared.

   5.1 The Beneficiary shall be entitled (at its own cost) to full and proper copies of the Documents relating to the Project in the possession or control of the Consultant and the Consultant will not claim copyright or a lien in respect of them against the Beneficiary.

   5.2 The licence granted to the Beneficiary under this Clause 5 shall include a right for the Beneficiary to grant sub-licences.

6. The Consultant warrants that it has not and will not specify for use in the Project any material known to be deleterious or affecting the durability of the Project or any material not in accordance with the Employer's standards, Irish standards or codes of practice or, if no Irish standards or codes of practice exist, the relevant British or European standard or code of practice which is the most current and appropriate.

7. The Beneficiary shall be entitled at any time to assign the benefit of this Agreement on 2 (two) occasions by way of absolute legal assignment to such person or persons as the Beneficiary thinks fit (in addition to an assignment to a lending institution or funder or any subsidiary or associated company of the Beneficiary) without the consent of Consultant. The Beneficiary shall give the Consultant prompt notice of any such assignment provided that the giving of such notice shall not be a precondition to the effectiveness of any assignment.

8. If any dispute or difference arises out of or in connection with this Agreement or arising thereunder (a " **dispute** ") then any such dispute shall be and is hereby referred to arbitration and the final decision of such person as the parties may agree to appoint as arbitrator or failing agreement as may be appointed upon the application of either party to the President for the time being of the Royal Institute of the Architects of Ireland provided that either party may by written notice require that such nomination be to an arbitrator that has legal qualifications and with construction dispute experience (and the President shall be obliged to limit his nomination to a person ,with such qualifications and experience). Every or any such reference shall be deemed to be a submission to Arbitration within the meaning of the Arbitration Act 2010 or any Act amending same. The award of the arbitrator shall be final and binding on the parties. The language of arbitration shall be English and the venue shall be Dublin.

9. This Agreement shall be governed by and construed in accordance with the laws of Ireland.

10. The Consultant shall have no liability under this Agreement in respect of proceedings issued after the expiration of 12 (twelve) years from the date of Practical Completion of the Works.

11. Where this Agreement is executed by a partnership, all partners from time to time shall be jointly and severally liable.

IN WITNESS whereof the parties have caused their common seals to be affixed the day and year first herein written.

GIVEN UNDER
the common seal of
CONSULTANT
and delivered as a Deed:

_____
Director

_____
Director / Secretary

GIVEN UNDER
the common seal of
BENEFICIARY
and delivered as a Deed:

_____
Director

_____
Director/Secretary

Appendix 2

Lease

EXECUTION VERSION

Dated the day 2019

(1) Landlord:	**HIBERNIA REIT PUBLIC LIMITED COMPANY**
(2) Tenant:	**HUBSPOT IRELAND LIMITED**
(3) Management Company:	**SOBO MANAGEMENT COMPANY LIMITED BY GUARANTEE**
(4) Guarantor:	**HUBSPOT, INC.**

LEASE
of
1 – 6 Sir John Rogerson's Quay, Windmill Quarter, Dublin 2

Term Commences:
Length of Term: 20 years
Rent Reviews: Every Five Years

Initial Rent: €

Arthur Cox
Earlsfort Centre
Earlsfort Terrace
Dublin 2

THIS LEASE is made the day of 2019

BETWEEN:

(1) **LANDLORD: HIBERNIA REIT PUBLIC LIMITED COMPANY** (Company No 531267) having its registered office at South Dock House, Hanover Quay, Dublin D02 XW94 (hereinafter called the " **Landlord** " which expression shall where the context so admits or requires include its successors and assigns);

(2) **TENANT: HUBSPOT IRELAND LIMITED** (Company No. 515723) having its registered office at One Dockland Central, Guild Street, Dublin 1 (hereinafter called the " **Tenant** " which expression shall where the context so admits or requires include its permitted successors and permitted assigns);

(3) **MANAGEMENT COMPANY: SOBO MANAGEMENT COMPANY LIMITED BY GUARANTEE** having its registered office at South Dock House, Hanover Quay, D02 XW94 (hereinafter called the **"Management Company"** which expression shall where the context so admits or requires include its successors and assigns); and

(4) **GUARANTOR: HUBSPOT, INC.** a Delaware corporation, having its principal office at 25 First Street, 2nd Floor, Cambridge, MA 02141 (hereinafter called the " **Guarantor** ") which expression shall where the context so admits or requires include its permitted successors and permitted assigns).

WITNESSETH as follows:-

1. **DEFINITIONS**

In this Lease, unless the context otherwise requires the following expressions shall have the following meanings:-

1.1 " **Accountant** " means a person being a chartered or certified accountant or a firm thereof appointed by the Landlord (excluding an employee of the Landlord) to perform the functions of the Accountant under this Lease;

1.2 " **Act of the Oireachtas** " any act of Parliament or act of the Oireachtas or law of the European Union now in force in the State and any such act or law which may hereinafter be passed which has force in the State including (without prejudice to the generality of the foregoing) any instrument, directive, regulation or bye-law made thereunder;

1.3 " **Adjoining Property** " means any land and/or buildings within the Estate adjoining, neighbouring or in the vicinity of the Demised Premises or the Building (including any part of the Building);

1.4 " **Agreement for Lease** " means the Agreement for Lease dated November 2018 between (1) the Landlord, (2) the Tenant and (3) the Guarantor;

1.5 " **Balconies** " means the parts of the Demised Premises as are shown for the purposes of identification only coloured green on Plan No. 17, 18 and 19 attached hereto;

1.6 " **Base Rate** " means annual rate of interest for the time being which equals EURIBOR at the relevant date;

1.7 " **Basement** " means that portion of the Estate situate at basement level and shown shaded green on Plan No. 3 attached hereto comprising a car park and all appurtenances thereto and all additions, alterations and improvements thereto and in the event the Estate is extended all similar parts of any such extension (including that part of the Basement situate beneath the Building) and for the avoidance of doubt the Basement may from time to time include areas which are not immediately contiguous in location to one another, and excluding those parts of the basement level which form part of a Block (if any);

1.8 " **Basement Common Parts** " means that part of the Basement not for the time being either sold, demised to or in the exclusive occupation of any purchaser, tenant or licensee of the Landlord or the Management Company nor for the time being intended or (as the case may be) designed or capable of being sold or let as such the use and/or benefit of which is common to the Block Owner and/or the Management Company and/or the occupiers of any other part or parts of the Estate and others authorised by the Management Company including, for the avoidance of doubt, the Car Park Ramp, machinery and fire alarm system used in connection with the operation of the Basement;

1.9 " **Basement Services** " means the services and other matters specified in Part I of Schedule 7 hereto or any of them as they may from time to time be amended or varied by the Landlord and / or the Management Company;

1.10 " **Basement Service Charge** " means the aggregate costs, expenses and outgoings, paid, payable, incurred or borne from time to time by the Management Company in order to provide the Basement Services;

1.11 " **Basement Service Charge Period** " means each 12 month period commencing on 1 January in each year during the Term;

1.12 " **Basement Storage Area** " means that part of the Demised Premises located in the basement of the Building and allocated for use by the Tenant as a storage and facilities administration area shown for purposes of identification only coloured blue on Plan No. 4 attached hereto;

1.13 " **Bicycle Area** " means that part of the Demised Premises within the Basement shown coloured green on the Plan No. 5 attached hereto which the Tenant shall use for bicycle parking and for no other purpose;

1.14 " **BIM** " means building information modelling (in accordance with the Construction Industry Council Building Information Model Protocol (first edition 2013));

1.15 " **Block** " means any building or part thereof within the Estate let or capable of being let for business, and/or residential use, and the expression "Blocks" shall be construed accordingly. For the purposes of this definition "business" includes any trade, profession, or business whether or not it is carried on for gain or reward, any activity for providing cultural, charitable, educational, scientific, artistic, social, or sporting services either for the benefit of the owners and/or occupiers of the Estate and/or the public generally or otherwise and also public local authority or health authority services, and the expression "Block" shall include (i) those parts of a Block at basement level which do not comprise part of the Basement and (ii) the Building;

1.16 " **Brise Soleil** " means the brise soleil affixed to the external parts of the Building shown coloured orange on Plans No. 20, 21, 22, 23 and 24;

1.17 " **Building** " means the building located at 1 – 6 Sir John Rogerson's Quay, Windmill Quarter, Dublin 2 and more particularly outlined in blue on Plan No. 2 attached hereto including part of the areas at basement level shown coloured green on Plan No. 3 attached hereto and shall be deemed to include any extensions or alterations to or any reductions or variations of it now or in the future respectively made within the Term;

1.18 " **Building Common Areas** " means the pedestrian ways, forecourts, entrance halls, corridors, loading bays, servicing area, lobbies, landings, lift shafts, walks, passages, stairs, staircases, basement areas and any other areas or amenities in the Building or within the curtilage thereof which are or may from time to time during the Term be provided by the Landlord and designated for the common use and enjoyment of the tenants and occupiers of the Building or any of them excluding the Demised Premises and any other Lettable Area PROVIDED ALWAYS that if the Landlord shall cause or permit any alterations in the Building which shall in any way alter the area or location of the Building Common Areas or any part thereof then the definition of Building Common Areas shall as and where necessary be modified accordingly;

1.19 " **Building Services** " means the services and other matters specified in Part I of Schedule 6 hereto or any of them as they may from time to time be amended or varied by the Landlord and / or the Management Company;

1.20 " **Building Service Charge** " means the aggregate of the costs, expenses, overheads, payments, charges and outgoings paid, payable, incurred or to be incurred or borne by the Landlord in providing the Building Services, calculated and payable in the manner set out in Part III of Schedule 6 of this Lease;

1.21 " **Building Service Charge Period** " means each 12 month period commencing on 1 January in each year during the Term;

1.22 " **Business Hours** " means 8a.m. to 6p.m., Monday to Friday excluding public and bank holidays;

1.23 " **Car Park Ramp** " means the car park ramp situate at the entrance to the Basement shown coloured blue on Plan no. 14 attached hereto;

1.24 " **Car Spaces** " means the total car parking spaces in the Estate;

1.25 " **Conduits** " means wires, cables, pipes, sewers, drains, gutters, ducts, flues, conduits, meters, traps, valves, air conditioning plant and equipment, and other media, plant, equipment or apparatus for the conducting, controlling or measuring of electricity, gas, power, water, foul drainage, surface water, drainage, telephone and other electrical impulses, air, smoke, fumes and other matter or things or forms of energy and other things of a like nature (if provided);

1.26 " **Demised Premises** " means the premises demised by this Lease and more particularly described in the Schedule 1 **PROVIDED ALWAYS** that for the purposes of Clause 6 herein, reference to the Demised Premises shall exclude (unless otherwise agreed in writing by the Landlord and the Tenant) all additions, alterations and improvements made to the Demised Premises by the Tenant;

1.27 " **Entrance Courtyard** " means that part of the Demised Premises as is shown coloured blue on Plan No. 6 attached to the Lease;

1.28 " **Estate** " means the Windmill Quarter, Dublin 2, as shown for identification purposes only coloured blue on Plan No. 1 attached hereto and the extent of which Estate may be expanded or retracted from time to time by the Landlord and / or the Management Company, and for the avoidance of doubt the Estate may from time to time include areas which are not immediately contiguous in location to one another;

1.29 " **Estate Common Areas** " means those parts of the Estate which may from time to time be designated by the Landlord and/ or the Management Company as being common areas including open spaces, water features, ponds, roads, footpaths, grass margins, security huts or compounds, external podium, concourses, landscaped areas, kerbs, verges, street lighting, bridges, pedestrian ways, watercourses, lakes, reservoirs, fountains, landscaped areas and other common areas and their finishes and those parts of the ground floor structural slabs of any Blocks in the Estate which do not exclusively serve any one Block any structural parts below ground floor slabs which do not exclusively serve any Block and any plant and equipment and machinery used in connection with the operation of the Estate and intended to be used in common by the owners and occupiers of the Estate and not exclusively serving any Block and any other area or any other structure used or intended to be used in common by the owners and occupiers of the Estate but does not include the Building, the Blocks, the Lettable Areas, the Basement Common Parts or any parts of the Estate which have been or are intended to be or are capable of being assured (whether by way of conveyance, assignment or by long lease) to any person other than any Management Company (other than any parts used by the Management Company for the purposes of managing the Estate and for the purpose of providing the Basement Services and the Estate Services);

1.30 " **Estate Service Charge** " means the aggregate of the costs, expenses, overheads, payments, charges and outgoings paid, payable, incurred or borne by the Management Company in maintaining, repairing, renewing and providing services, amenities and facilities to the Estate Common Areas, including the Estate Services whether or not the Management Company is obliged by this Lease to incur the same, calculated and payable in the manner set out in Part II of Schedule 5 of this Lease;

1.31 " **Estate Services** " means the services and other matters specified in Schedule 5 of this Lease or any of them as they may from time to time be amended or varied by the Landlord and / or the Management Company;

1.32 " **Estate Service Charge Period** " means each 12 month period commencing on 1 January in each year during the Term;

1.33 " **Exclusive Basement Services Areas** " means those parts of the Demised Premises within the Basement shown coloured green on the Plan No. 4 attached to the Lease which exclusively service the Office Premises;

1.34 " **Floor Area** " means at the election of the Landlord, the floor area of the premises being measured expressed in square feet and measured in accordance with the International Property Measurement Standards 3: Office Buildings (current at the date when they are to be applied) published by the International Property Measurement Standards Coalition or such code or standards as may be reasonably determined by the Landlord;

1.35 " **Gross Internal Area** " means the total floor area expressed in square feet measured in accordance with the Measuring Practice Guidance Notes (current at the date when they are to be applied) published on behalf of The Society of Chartered Surveyors Ireland (or if there are no such practice guidance notes, such code as may be reasonably determined by the Landlord) and, for the purposes of this Lease reference to this expression means the Gross Internal Area as determined by the Landlord's surveyor, whose decision shall be final and binding;

1.36 " **Group Company** ” means any undertaking which for the time being is a subsidiary of the Tenant, a holding company of which the Tenant is a subsidiary, or a subsidiary of such holding company (the terms “subsidiary” and “holding company” having the meaning given to them in sections 7 and 8 of the Companies Act 2014, respectively)

1.37 “ **Guarantor** ” means the party (if any) named as Guarantor and in the case of an individual includes the personal representatives of such Guarantor;

1.38 " **Independent Surveyor** ” means an independent chartered surveyor with a current membership of the Society of Chartered Surveyors Ireland as may be appointed by agreement between the parties or, in default of agreement, within five (5) business days of first request by either Landlord or Tenant on nomination of the President (or if he / she is not available, the next most senior officer) of the Society of Chartered Surveyors Ireland;

1.39 “ **Index** ” shall mean the Consumer Price Index as published by the Central Statistics Office of the Republic of Ireland or any successor Office or Department or, if that Index shall cease to be published, then such other Index as may be substituted therefor or, if there is no direct substitution, then the nearest equivalent means of measuring increase in the cost of living;

1.40 “ **Initial Rent** ” means € exclusive of VAT comprising € (euro) in respect of the Demised Premises and € (euro) in respect of the Tenant’s Car Park Spaces per annum and subject to review at the Rent Review Dates in accordance with the terms set out in Schedule 4;

1.41 **“Inspector”** means any person appointed by the Landlord (including an employee of the Landlord and the person appointed by the Landlord to collect the rents and manage the Building) to perform the function of an inspector for any purpose of this Lease;

1.42 “ **Instalment Days** ” each of the first day of January, the first day of April, the first day of July and the first day of October;

1.43 “ **Insured Risks** ” mean, subject always to such exclusions, excesses and limitations as are normally available and as may be imposed by the Landlord’s insurers for the time being in respect of any or all of the following risks:-

fire, storm, tempest, flood, earthquake, subsidence, lightning, explosion, impact, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, impact by road vehicles and other perils, expenses, or losses as the party effecting the relevant insurance may deem reasonable and prudent to insure against from time to time;

1.44 “ **Internal Decoration Years** ” means every fifth year of the Term;

1.45 “ **Landlord** ” means the party or parties named as “Landlord” at the commencement of this Lease, and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term;

1.46 “ **Landlord’s Architect** ” means any suitably qualified professional or firm appointed by the Landlord to perform the function of an architect for any purpose under this Lease;

1.47 " **Landlord's Option to Tax** " means the Landlord's option to tax the rents payable under this Lease pursuant to section 97(1) of the VAT Act;

1.48 " **Landlord's Specification** " means the agreed form plans and specifications identified in Schedule 9 hereto;

1.49 " **Lettable Areas** " means those parts of the Building (or where appropriate other Blocks) (including the Demised Premises) leased or licensed or intended to be leased or licensed to occupational tenants or licensees, the construction of which have reached practical completion, including retail and office tenants;

1.50 " **Lease** " means this Lease and any document which is made supplemental hereto, or which is entered into pursuant to or in accordance with the terms hereof;

1.51 " **Management Company's Financial Year** " means each period of twelve months ending on the last day of each December or such other month as the Management Company may from time to time determine;

1.52 " **Main Structure** " means the following: all those parts of the Building (including those within or surrounding the Demised Premises) which are designated by the Landlord in its absolute discretion as being part of the structure thereof and including, without prejudice to the generality of the foregoing, the foundations, all structural beams and joists, main structural walls, external walls, structural slabs, floor slabs, structural columns and pillars, any structural stairs the roofs and roof structures and all other load-bearing parts of the fabric or structure of the Building essential to the stability and strength thereof but excluding the Lettable Areas;

1.53 " **Observatory** " means the building known as the Observatory located at [No 7-9] Sir John Rogerson's Quay which forms part of the Estate and is more particularly outlined in blue on Plan No. 15 attached hereto including the areas at basement level;

1.54 " **Office Area** " mean that part of the Building comprising the offices located on the ground floor, first floor, second floor, third floor, fourth floor and fifth floor, mezzanine floor and such other parts of the Building that may be designated from time to time by the Landlord or the Management Company as the "Offices Area" which for the avoidance of doubt excludes, the Basement, the Retail Units and the Main Structure;

1.55 " **Permitted User"** means office and ancillary uses including the provision of food and beverages and associated amenities;

1.56 " **Plan"** means the plan(s) annexed to this Lease;

1.57 " **Planning Acts** " mean the Local Government (Planning and Development) Acts 1963 to 1999 and the Planning and Development Acts 2000 to 2017, the Building Control Acts 1990 to 2014 and the Building Regulations 1991 to 2014, the Safety Health and Welfare and Work Acts 2005 to 2014 and the Fire Services Acts 1981 and 2003, and technical guidance documents, regulations, directions or orders made under the foregoing legislation or under any legislation repealed thereby and any statutory modification or re-enactment thereof for the time being in force;

1.58 " **Prescribed Rate** " means EURIBOR plus 4%;

1.59 " **Quarterly Gale Days** " mean 1st day of January, 1st day of April, 1st day of July and 1st day of October in every year of the Term;

1.60 " **Rent Commencement Date** " means 2019;

1.61 " **Rent Review Dates** " means the first day of the sixth year of the Term being 2024, the first day of the eleventh year of the Term, being 2029 and the first day of the sixteenth year of the Term, being 2034;

1.62 " **Residential Area** " means those parts of the Estate comprising the Residential Units and Residential Common Area and which are designated from time to time by Landlord and / or the Management Company as the Residential Area;

1.63 " **Residential Common Area** " means those parts of the Residential Area which do not form part of the Main Structure or the Lettable Areas and which may from time to time be designated by the Landlord or the Management Company as being common areas of the Residential Area initially shown for identification purposes only coloured yellow on the Plans Numbered 15, 16, 17, 18, 19 and 20 attached hereto including but not limited to all entrance halls, corridors, passages, landings, lobbies, staircases and lifts exclusively serving the Residential Units;

1.64 " **Residential Unit** " means any residential unit located within the Estate.

1.65 " **Retail Units** " means that part of the Building comprising retail units and such other parts of the Building that may be designated from time to time by the Landlord or the Management Company as a "Retail Unit";

1.66 " **Retained Areas** " shall mean such parts of the Building as the Landlord or the Management Company may from time to time designate as such and unless designated to the contrary shall include the following:

(a) the Building Common Areas;

(b) office or other accommodation which may from time to time be reserved in the Building for staff of the Landlord who are involved in the management or security of the Building;

(c) any parts of the Building reserved by the Landlord for the housing of plant, machinery and equipment or otherwise in connection with or required for the provision of the Building Services;

(d) all Conduits in, upon, over, under or within and exclusively serving the Building except any that form part of the Lettable Areas;

(e) the Main Structure; and

(f) all external plate glass in the windows, all cladding and all curtain walling in the Building and all external elements of the external envelope of the Building that contribute to water-tightness, weather tightness and air-tightness.

1.67 " **Safety Health and Welfare at Work Act** " means the Safety Health and Welfare at Work Act 2005 - 2014;

1.68 " **Services** " means the Building Services and/or the Estate Services and/or the Basement Services as appropriate;

1.69 " **Service Charge** " means the Building Service Charge and/or the Estate Service Charge and/ or the Basement Service Charge as appropriate;

1.70 " **Security Systems"** means such form of close circuit television system or other security systems (if any) which the Landlord or the Management Company may from time to time at their reasonable discretion provide;

1.71 " **Tenant"** means the party or parties named as "Tenant" at the commencement of this Lease and includes the successors in title of the Tenant and permitted assigns of the Tenant and, in the case of an individual or individuals his/their personal representatives;

1.72 " **Tenant's Architect** " means any suitably qualified professional or firm appointed by the Landlord to perform the function of an architect for any purpose under this Lease;

1.73 " **Tenant Car Park Spaces"** means the 31 (thirty one) Car Spaces allocated for use by the Tenant as are shown for the purposes of identification only coloured yellow on Plan No. 13 attached hereto;

1.74 " **Tenant's Proportion of the Building Service Charge** " means that proportion of the Building Service Charge (after same has been apportioned between the Office Area and the Retail Units on a Gross Internal Area basis and as certified by the Management Company) attributable to the Demised Premises on the basis of the percentage which the Floor Area of the Demised Premises bears to the total Floor Area of the Office Area as certified by the Management Company, save where such a comparison is inappropriate having regard to the nature of any expenditure, or item of expenditure, incurred or the premises in the Office Area which benefit from it or otherwise, in which case the Landlord may in its discretion acting in the interests of good estate management adopt such other method of calculation of the proportion of the expenditure to be attributed to the Demised Premises as is fair and reasonable in the circumstances;

1.75 " **Tenant's Proportion of the Basement Service Charge** " means the proportion of the Basement Service Charge (after same has been apportioned between the Building and the Observatory on a Gross Internal Area basis as certified by the Management Company and which proportion is further apportioned between the Office Area and the Retail Units on a Gross Internal Area basis as certified by the Management Company) for each Service Charge Period, save where such a comparison is inappropriate having regard to the nature of any expenditure, or item of expenditure, incurred or the premises in the Building which benefit from it or otherwise, in which case the Landlord (or Management Company) may in its discretion acting in the interests of good estate management adopt such other method of calculation of the proportion of the expenditure to be attributed to the Demised Premises as is fair and reasonable in the circumstances;

1.76 " **Tenant's Proportion of the Estate Service Charge** " means the proportion of the Estate Service Charge after same has been apportioned between the Blocks on a Gross Internal Area basis and as certified by the Management Company and further apportioned between the Residential Area, the Office Area and the Retail Units on a Gross Internal Area basis and as certified by the Management Company attributable to the Demised Premises on the basis of the percentage which the Floor Area of the Demised Premises bears to the total Floor Area of the Office Area as certified by the Management Company for each Service Charge Period, save where such a comparison is inappropriate having regard to the nature of any expenditure; or item of expenditure, incurred or the premises in the Estate which benefit from it or otherwise, in which case the Management Company may in its discretion acting in the interest of good estate management adopt such other method of calculation of the proportion of the expenditure to be attributed to the Demised Premises as is fair and reasonable in the circumstances;

1.77 " **Tenant's Service Charge** " means the Tenant's Proportion of the Building Service Charge, the Tenant's Proportion of the Estate Service Charge and the Tenant's Proportion of the Basement Service Charge;

1.78 " **Term** " means 20 (twenty) years commencing on the Term Commencement Date and expiring on 2039;

1.79 " **Term Commencement Date"** means 2019;

1.80 " **Uninsured Risks** " means any risks against which insurance cover is not generally available or is refused or is available on terms or subject to conditions making it commercially unreasonable to effect insurance against that risk or is subject to some special limitation such that the full cost of reinstatement (save for any normal insurance excess) is not recovered by the Landlord, so that any such risk is not an Insured Risk;

1.81 " **Utilities** " mean the following of whatsoever nature:-

water, soil, steam, air, gas, electricity, radio, television, telegraphic, telephonic and other communications, and other services and information (including any plant, machinery, apparatus, duct, tanks, systems, wireless, television, firefighting and fire prevention systems and equipment, burglar alarm systems, fibre optic cable and equipment to operate the same or required to be provided in or for the Estate or the Building) as may from time to time and in the opinion of the Management Company or the Landlord be desirable or necessary;

1.82 " **VAT** " means Value Added Tax as applied under the VAT Act or any similar or other such tax eligible;

1.83 " **VAT Act** " means the Value Added Tax Consolidation Act 2010 as amended and any related VAT regulations and any enactment extending, amending, repealing, replacing or continuing the same;

1.84 " **Working Day** " means any day other than a Saturday, Sunday or a public holiday in Ireland;

1.85 " **Yield Up Specification** " means the specification for the yield up of the Demised Premises in accordance with clause 4.8 hereof and attached at Schedule 11; and

1.86 " **the 1860 Act** " and **"the 1881 Act** " shall mean respectively the Landlord and Tenant Law Amendment Act, Ireland, 1860 and the Conveyancing Act 1881.

2. **INTERPRETATION**

UNLESS there is something in the subject or context inconsistent therewith:

2.1 where two or more persons are included in the expression "the Landlord" and/or "the Tenant" and/or "the Guarantor" the covenants which are expressed to be made by the Landlord and/or the Tenant and/or the Guarantor shall be deemed to be made by such persons jointly and severally;

2.2 words importing persons shall include firms, companies and corporations and vice versa;

2.3 any covenant by any party not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done;

2.4 references to any right of the Landlord to have access to or entry upon the Demised Premises shall be construed as extending to all persons authorised by the Landlord, to include the Management Company, any superior landlord and their and each of their agents and professional advisers together with the prospective purchasers of any interest of the Landlord or any superior landlord in the Demised Premises or in the Adjoining Property, contractors, workmen and others;

2.5 any reference to a statute or statutes (whether specifically named or not) or to any sections or sub-sections therein shall include any amendments or re-enactments thereof for the time being in force and all Statutory Instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom;

2.6 the titles or headings appearing in this Lease are for reference only and shall not affect its construction or interpretation;

2.7 any reference to a clause or schedule shall mean a clause or schedule of this Lease;

2.8 any reference to the masculine gender shall include reference to the feminine gender and any reference to the neuter gender shall include the masculine and feminine genders and reference to the singular shall include reference to the plural;

2.9 if any term or provision in this Lease shall be held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease shall not be affected;

2.10 The Management Company and the Landlord will be entitled, in their absolute discretion, to maintain the Estate, Basement, Building and Office Area up to a platinum standard LEED rated office accommodation in the Dublin marketplace and will be entitled to consider this standard when deciding on matters relating to the provision, operation, maintenance, repair, replacement, renewal, cleansing, decoration and amendment of any matters falling within the scope of Estate and / or Basement maintenance / services and / or the Building maintenance / services as outlined in the 5th 6 th and 7 th Schedules of this Lease respectively Tenant is aware of its covenant to meet the Tenant LEED requirements set out in Schedule 10 of this Lease.

3. **DEMISE AND RENTS**

THE Landlord in consideration of the rents herein reserved (including the adjustments thereof following any Rent Review as hereinafter provided) and the covenants on the part of the Tenant and the Guarantor and the conditions hereinafter contained **HEREBY DEMISES** unto the Tenant the Demised Premises **TOGETHER WITH** the rights, easements and privileges specified in Schedule 2 **EXCEPTING AND RESERVING** the rights and easements specified in Schedule 3 **TO HOLD** the Demised Premises unto the Tenant from and including the Term Commencement Date for the Term **YIELDING AND PAYING** unto the Landlord or the Management Company (or any nominee of either in the case of any contribution to a sinking or reserve fund) as appropriate during the Term:-

3.1 yearly and proportionately for any fraction of a year, the Initial Rent and from and including each Rent Review Date, such yearly rent as shall become payable under and in accordance with the provisions of Schedule 4 and in each case to be paid by electronic funds transfer (or some other form of payment if requested by the Landlord, acting reasonably, during the Term and agreed with the Tenant) by equal quarterly payments in advance on the Quarterly Gale Days without any deduction, set-off or counterclaim whatsoever;

3.2 The Tenant's due proportion of the sums (including the cost of periodic valuations for insurance purposes, provided that such valuations do not occur more than once in any twelve (12) month period) which the Landlord shall from time to time be required to pay for insuring the Building against the Insured Risks pursuant to Clause 6.1 all such sums to be paid within 30 (thirty) days of written demand the first payment to be made on the execution hereof and to be such amount as has been advised to the Tenant prior to the delivery of this Lease (the Tenant's due proportion to be calculated on the basis of the proportion which the Floor Area of the Demised Premises bears to the total Floor Area of the Building); and

3.3 the Tenant's Service Charge to be paid in accordance with the provisions hereof.

4. TENANT'S COVENANTS

The Tenant to the intent that the obligations shall continue throughout the Term **HEREBY COVENANTS** with the Landlord as follows:

4.1 Rents

To pay the rents or adjusted rents reserved by this Lease and referred to at paragraphs 3.1 to 3.3 inclusive and any additional sums payable herein at the times and in the manner herein prescribed for the payment of same without any deduction, set-off counter claim whatsoever, together with VAT, where applicable, following the receipt of a valid VAT invoice.

4.2 Service Charges

To pay the Tenant's Service Charges in the manner prescribed for the payment of same in accordance with schedules 5 to 7 hereto.

4.3 Interest on arrears

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord, if any of the rents reserved by this Lease (in the case of Initial Rent whether formally demanded or not and in the case of all other payments the same having been formally demanded) or if any other sum of money payable to the Landlord (or the Management Company as the case maybe) by the Tenant under this Lease shall remain unpaid for fourteen (14) days after the date when payment was due to pay interest thereon at the Prescribed Rate from and including the date on which payment was due to the date of payment to the Landlord (or the Management Company as the case maybe) (both before and after any judgment). Save where otherwise provided in this Lease all payments due by the Landlord to the Tenant shall be paid within fourteen (14) days of delivery of a valid invoice and otherwise such payment shall attract interest at the Prescribed Rate as aforesaid.

4.4 Outgoings

(a) To pay and indemnify the Landlord against all existing and future rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, parochial, local or of any other description and whether or not of a capital or non-recurring nature) which now are or may at any time during the Term be charged, levied, assessed or imposed upon or payable in respect of the Demised Premises or upon the owner or occupier of them (excluding any tax payable by the Landlord upon any of the rents herein received or occasioned by any disposition of or dealing with the reversion of this Lease);

(b) To pay all charges for electricity, gas (if any), water and other services and utilities consumed in the Demised Premises, including any connection and hiring charges and meter rents and to perform and observe all present and future regulations and requirements of the electricity, gas and water supply authorities or boards in respect of the supply and consumption of electricity, gas and water on the Demised Premises and to keep the Landlord indemnified against any breach thereof.

PROVIDED THAT for the avoidance of doubt the Tenant shall not be responsible for any arrears of outgoings, including electricity, gas (if any), water and other utilities, refuse charges, Local Authority charges, commercial rates and water rates arising on the Demised Premises in respect of any period prior to the Term Commencement Date.

4.5 **Repairs**

(a) From time to time and at all times during the Term:

(i) to keep clean and tidy and to maintain, repair, replace and reinstate and to keep in good order repair and condition the Demised Premises and every part of it and any additions, alterations and extensions to it; and

(ii) to keep clean and tidy and to maintain, repair and keep in good working order and condition and (where necessary) renew and replace with articles of a similar kind and quality all plant and machinery in or forming part of the Demised Premises and which exclusively serve the Demised Premises, including the Conduits and Utilities and the central heating and air conditioning plant (if any), the sprinkler system and all boilers and electrical and mechanical plant, machinery, equipment and apparatus;

(iii) Without prejudice to Clause 4.5(a)(ii), the Tenant shall contribute on an annual basis to a reserve fund to be established by the Landlord (the " **Reserve Fund** ") which shall be put in place by the Landlord in respect of the capital costs associated with the upkeep, maintenance and replacement of the mechanical and electrical plant and equipment exclusively serving the Demised Premises including but not limited to the plant and equipment described at Schedule 12 (the " **M & E Plant Schedule** ") and any amendments thereto as may be agreed between the Landlord and Tenant from time to time during the Term. The Tenant shall either: (i) pay into the Reserve Fund annual contributions calculated in accordance with the M & E Plant Schedule up to the Option Date (as defined at Clause 4.35); or discharge the sum equivalent to 12 times the total annual contributions set out in the M & E Plant Schedule on or prior to the Option Date. By way of an illustrative example, if an asset is stated in the M & E Plant Schedule to have a lifespan of twenty (20) years the Tenant shall pay on or before the Option Date the total amount equivalent to 12/20 of the full replacement cost of the item(s) calculated in accordance with the M & E Plant Schedule. For the avoidance of doubt, the Tenant shall not be liable for any further contributions in respect of the M & E Plant Schedule after the Option Date. Following the Option Date and for the duration of the Term, the Reserve Fund shall continue to be held by the Landlord and the Tenant shall be entitled to continue to make deductions from it in accordance with the provisions of this clause;

(iv) Subject to the Tenant: (i) having discharged all relevant contributions on an annual basis pursuant to Clause 4(a)(iii) up to the relevant Drawdown Date (as hereinafter defined); and (ii) having provided to the Landlord invoices vouching the properly and reasonably incurred costs of the Tenant, the Tenant shall be entitled to draw upon the Reserve Fund on any occasion (or on multiple occasions) during the Term (each such date referred to as a " **Drawdown Date** ") to the value of such vouched costs where the Tenant has been required to repair, replace or renew any of the assets detailed in the M & E Plant Schedule and the Landlord shall discharge the relevant sum to the Tenant without undue delay (and in any event within 10 Working Days from receipt of such invoices) PROVIDED ALWAYS that if the Tenant has not contributed to the Reserve Fund on an annual basis and elects to discharge the sums due under Clause 4(a)(iii) by way of a lump sum payment into the Reserve Fund on or prior to the Option Date, the Tenant shall be entitled to, subject to providing to the Landlord invoices vouching the properly and reasonably incurred costs, deduct such vouched costs as have been incurred by the Tenant during the Term in repairing, replacing or renewing any of the assets detailed in the M & E Plant Schedule;

(v) The Tenant shall establish as soon as possible after the Term Commencement Date, a comprehensive maintenance and service programme to the satisfaction of the Landlord (acting reasonably) in respect of the plant and equipment described in the M & E Plant Schedule and to provide maintenance reports to the Landlord periodically in the form and manner determined by the Landlord (acting reasonably) and notified to the Tenant;

(vi) For the avoidance of doubt,

(A) The projected lifecycles set out in the M & E Plant Schedule assumes that the Tenant is maintaining the assets listed therein in good working order and condition pursuant to Clause 4.5(a)(ii);

(B) all funds paid or contributed to or towards the Reserve Fund shall be kept entirely separate from the Landlord's own funds but no prepaid amounts shall be refundable to the Tenant should the Tenant exercise its option at Clause 4.35;

(C) the Landlord shall open a separate deposit account with one of the Associated Banks in the Republic of Ireland and all payments or contributions paid to it for the purpose of the Reserve Fund shall be lodged to the credit of such deposit account and such deposit account shall be designated or entitled "1-6 SJRQ OFFICE BUILIDNG M & E RESERVE FUND A/C" or the like;

(D) all net interest accruing on the balance for the time being standing to the credit of such deposit account shall be added to and form part of the Reserve Fund and the said account shall not be drawn upon by the Landlord save for the express purposes for which the sinking or reserve fund has been established;

(E) the Landlord shall confirm the balance of the funds in the said account upon request by the Tenant but not more than once in any 12 month period during the Term;

(F) In the event of the transfer by the Landlord of its interest in the Building the Landlord shall ensure that the balance (inclusive of net interest) standing to the credit of the account is transferred to or otherwise taken over by the transferee on the same terms and conditions as herein contained.

(b) It is hereby acknowledged and agreed that the Tenant's repair obligations set out in Clause 4.5(a) above shall exclude the following:

(i) damage by any of the Insured Risks excepted if and so long only as the policy or policies of insurance shall not have been vitiated or payment of the policy monies withheld or refused in whole or in part by reason of any act, neglect, default or omission of the Tenant or the under-lessees, servants, agents, licensees or invitees of the Tenant or any person under its or their control; and

(ii) damage by the Uninsured Risks.

4.6 **Internal Decorations**

In every Internal Decoration Year and also in the last six (6) months of the Term (whether determined by effluxion of time or otherwise) (but never more than twice in any three (3) year period) in a good and workmanlike manner to prepare and decorate (with two coats at least of good quality paint) or otherwise treat, as appropriate, all internal parts of the Demised Premises required to be so treated and, as often as may be reasonably necessary, to wash down all tiles, glazed bricks and similar washable surfaces; such decorations and treatment in the last year of the Term to be executed in such colours and materials as the Landlord may reasonably notify to the Tenant from time to time.

4.7 **Cleaning**

To keep the Demised Premises in a clean and tidy condition and free from deposits of refuse or rubbish **AND** as often as reasonably necessary to clean properly all windows and window frames (internally) and all other glass in the Demised Premises PROVIDED ALWAYS that the Tenant shall not be obliged to clean the Brise Soleil and external glass in the Demised Premises as it is acknowledged that that the cleaning (only) of the Brise Soleil and external glass of the Building are included in the Building Services.

4.8 **Yield Up**

(a) At the expiration or sooner determination of the Term quietly to yield up the Demised Premises in such good and substantial repair and condition as shall be in accordance with the Yield Up Specification at Schedule 11, the covenants on the part of the Tenant herein contained and in any licence or consent granted by the Landlord pursuant to the provisions of this Lease and:

(i) in case any of the Landlord's fixtures and fittings which form part of the Demised Premises shall be missing, broken damaged or destroyed to forthwith replace them with others of a similar kind and of equal value;

(ii) to remove from the Demised Premises any moulding, sign, writing or painting of the name or business of the Tenant or occupiers;

(iii) to remove and make good to the Landlord's Specification all alterations or additions made to the Demised Premises by the Tenant (unless otherwise stipulated in writing by the Landlord at least four (4) months prior to the expiration or sooner determination of the Term, in which case the Landlord's election for retention of alterations or additions shall be made on a floor by floor basis only, as opposed to any piecemeal election for some but not all elements of alteration or addition on a single floor to be retained); and

(iv) to make good any damage caused to the Demised Premises by the removal of the Tenant's fixtures, fittings, furniture and effects without limitation.

(b) If the Tenant should fail to have completed the works required to comply with this Clause 4.8 (the " **Reinstatement Works** ") on or prior to the expiry of the Term (whether terminated by effluxion of time or otherwise) (the " **End Date** "), then the Tenant will pay to the Landlord within fourteen (14) days of demand:

(i) The cost of completing the Reinstatement Works as estimated by the Landlord (acting reasonably), which for the avoidance of doubt shall include the quantum of any irrecoverable VAT incurred thereon (but shall exclude any resulting deductibility adjustment suffered by the Landlord pursuant to section 64 of the VAT Act or any VAT which is irrecoverable as a result of the Landlord not exercising the Landlord's Option to Tax to any subsequent relevant letting); and

(ii) An amount equal to all rent, outgoings, service charge and insurance payable under this Lease for the Works Period.

(iii) " **Works Period** " means the period of time which it would reasonably be expected to take to complete the Reinstatement Works expeditiously (to include a reasonable period of time to (i) determine the condition of the Demised Premises, (ii) appoint a design team, (iii) price the Reinstatement Works (i.e. tendering etc.) and (iv) appoint/mobilise a contractor, as well as the time to undertake the Reinstatement Works.

PROVIDED THAT any dispute in relation to Clause 4.8 shall be referred by either the Landlord or the Tenant to an independent architect for determination.

(c) For the purposes of this yield up clause the Demised Premises shall be deemed to have been provided to the Tenant on the Term Commencement Date in accordance with the Landlord Specification at Schedule 9.

4.9 **Rights of entry by Landlord**

Subject to compliance by the Landlord with the provisions of Clause 8.3, to permit the Landlord with all necessary materials and appliances at all reasonable times upon reasonable prior notice of at least 48 hours (except in cases of emergency) to enter and remain upon the Demised Premises for any of the following purposes:-

(a) to view and examine the state and condition of the Demised Premises and to take schedules or inventories of the Landlord's fixtures;

(b) to exercise any of the rights excepted and reserved by this Lease; and

(c) for any other purpose connected with the interest of the Landlord in the Demised Premises or the Building, including but not limited to, valuing or disposing of any interest of the Landlord.

4.10 **To Comply with Notices**

Whenever the Landlord shall give written notice to the Tenant of any defects, wants of repair or breaches of covenant, the Tenant shall within thirty (30) days of such notice, or sooner if requisite, make good and remedy the breach of covenant to the reasonable satisfaction of the Landlord and if the Tenant shall fail within forty (40) days of such notice, or as soon as reasonably possible in the case of emergency, to commence and then diligently and expeditiously to continue to comply with such notice, the Landlord may enter the Demised Premises and carry out or cause to be carried out all or any of the works referred to in such notice and all costs and expenses thereby incurred shall be paid by the Tenant to the Landlord on demand, and in default of payment shall be recoverable as rent in arrears including VAT invoices where applicable.

The Landlord may serve interim dilapidations schedules on the Tenant from time to time during the Term and the Tenant shall be obliged to reimburse the Landlord within fourteen (14) days of written demand for the reasonable vouched costs of the Landlord in preparing such schedules, and the Tenant must remedy within forty (40) days of such notice, all such dilapidations.

4.11 **To Comply with Regulations**

To comply and be bound by (and to procure compliance by any under tenant, licensee or their respective servants, agents, and all persons using the Demised Premises) of such reasonable written rules and regulations regarding the Building and the Estate, and the provision of Building Services, Basement Services and Estate Services (but excluding the Office Areas which are wholly operated and controlled by the Tenant) as may be made from time to time by the Landlord and / or the Management Company or their respective agents in the interest of good estate management and communicated to the Tenant with reasonable prior notice provided that in the event of any conflict between the terms of this Lease and such regulations, the terms of this Lease shall prevail.

4.12 **Dangerous materials and use of machinery**

(a) Not to keep in or on the Demised Premises any article or thing which is or might become dangerous, offensive, unduly combustible or inflammable, radio-active or explosive or which might unduly increase the risk of fire or explosion;

(b) Not to keep or operate in the Demised Premises any machinery which shall be unduly noisy or cause vibration or which is likely to annoy or disturb the tenants and occupiers of the Adjoining Property.

4.13 **Overloading floors and services**

(a) Not to overload the floors of the Demised Premises or suspend any excessive weight from the roofs, ceilings, walls, stanchions or structure of the Demised Premises and not to overload the Utilities and Conduits in or serving the Demised Premises;

(b) Not to do anything which may subject the Demised Premises or any parts thereof to any strain beyond that which they are designed to bear with due margin for safety;

(c) to observe the weight limits and capacity prescribed for all lifts in the Demised Premises,

in each case, taking into account the Demised Premises loading, weight and capacity limits as advised by the Landlord to the Tenant in writing.

4.14 **Conduits**

Not to discharge into any Conduits any oil or grease or any noxious or deleterious effluent or substance whatsoever which may cause an obstruction or might be or become a source of danger, or which might injure the Conduits or the Adjoining Property.

4.15 **Prohibited users**

(a) Not to use the Demised Premises or any part thereof for any public or political meeting, public exhibition or public entertainment show or spectacle of any kind, nor for any dangerous, noisy, noxious or offensive trade, business or occupation whatsoever, nor for any illegal or immoral purpose, nor for residential or sleeping purposes;

(b) Not to use the Demised Premises or any part thereof for gambling, betting, gaming or wagering, or as a betting office, or as a club, or for the sale of beer, wines and spirits, or as a public office and not to play or use any musical instrument, record player, loud speaker or similar apparatus in such a manner as to be audible outside the Demised Premises, and not to hold any auction on the Demised Premises;

(c) Not to place outside the Demised Premises any articles, goods or things of any kind.

4.16 **User**

(a) Not without the prior written consent of the Landlord (which consent shall not be unreasonably withheld, delayed or conditioned) to use the Demised Premises or any part thereof except for the Permitted User;

(b) Not to leave the Demised Premises continuously unoccupied (other than for normal holiday periods) without notifying the Landlord and providing such caretaking or security arrangements as the Landlord shall reasonably require in order to protect the Demised Premises from vandalism, theft or unlawful occupation (for the avoidance of doubt the Tenant shall discharge to the Landlord within thirty (30) days of written demand any increased insurance premium or, any other additional costs arising as a consequence of such vacancy);

(c) At all times to comply with all requirements of the relevant Local Authority in connection with the user of the Demised Premises for the purpose of the Tenant's business;

(d) To provide the Landlord with the name and contact details of at least two authorised key holders for the time being of the Demised Premises and to notify the Landlord of any changes in the person(s) so authorised as keyholders of the Demised Premises.

4.17 **Nuisance**

Not to do anything in or about the Demised Premises which could reasonably be expected to become a nuisance, or which is likely to cause damage or disturbance to the Landlord or the owners, tenants or occupiers of the Adjoining Property, or which is likely to be injurious to the value, tone, amenity or character of the Demised Premises.

4.18 **Alteration s**

(a) Not to make any structural alterations to the Demised Premises or the Building.

(b) Not to make any alterations or additions to the Landlord's fixtures or to any of the Conduits without obtaining the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) PROVIDED THAT any proposed alterations to the plans and specifications submitted to the Landlord for approval (and, for the avoidance of doubt, the plans and specifications detailing the final package of works) must be provided to the Landlord in a format that can be incorporated into the Landlord's that can be incorporated into the Landlord's existing 3D BIM model of the Building in IFC and/or other native proprietary format provided always that the Landlord grants a licence to the Tenant for the Tenant to use such BIM model of the Building .

(c) Not to make any alterations or additions or to carry out any works which would reduce the LEED rating for the Building and the Demised Premises without the prior written consent of the Landlord (not to be unreasonably withheld or delayed) and, notwithstanding anything herein contained, the Landlord shall be entitled to (and the Tenant acknowledges that it is entirely reasonable for the Landlord to) require that in the event of any alterations or additions or the carrying out of any works which reduce the LEED rating for the Demised Premises or the Building that prior to the expiration or determination of the Lease, the Tenant shall carry out reinstatement works as are necessary to achieve the LEED rating. For the avoidance of doubt, the Tenant acknowledges that it shall be reasonable for the Landlord to refuse its consent to works that would reduce the LEED rating for the Building and the Demised Premises.

(d) Not to make any alterations or do or permit to be done to anything that would cause the Landlord's insurance policy in respect of and covering the Building to become void or voidable wholly or in part or do anything which would invalidate or prejudice in any way the rights of the insured under the said policy to claim fully under the said policy. In carrying out any works or making alterations or doing anything in the Demised Premises or the Building to comply with and observe and perform all of the requirements of the Landlord's insurance policy and to comply with any reasonable requirements of the Landlord and any requirements of the insurers relating to the said policy of insurance (including providing plans and specifications, co-operating with any inspections, appointing any professionals, providing any certifications or permitting any opening of work or any inspections) to ensure that the insurance cover for the Building is not in any way prejudiced.

(e) The Landlord may, as a condition of giving any such consent, require the Tenant to enter into such covenants as the Landlord shall require (acting reasonably) regarding the execution of any such works and the reinstatement of the Demised Premises at the expiry or sooner determination of the Term;

(f) Not to make any alterations and additions of a non-structural nature to the Demised Premises without obtaining the prior written consent of the Landlord which consent shall not be unreasonably withheld or delayed but which consent shall be subject to the Tenant discharging the reasonable vouched costs of the Landlord properly incurred in connection with the furnishing of their consent **PROVIDED THAT** the Tenant may, without the need for Landlord's prior written consent, install or procure internal non-structural partitions not requiring planning permission or a new or revised fire safety or disability access certificate including the installation of, rearranging of or the removal of internal demountable partitions and related works **PROVIDED FURTHER THAT** all such work shall not involve connections being made to any plant or equipment in the Building or any material alterations to any plant or equipment in the Building and such works do not breach the provisions of Clauses 4.18(b), 4.18(c), 4.18(d) and provided that the Tenant provides details thereof to the Landlord prior to carrying out same and

removes same upon the expiration or determination of the Term (unless notified in writing by the Landlord or agreed otherwise with the Landlord) **AND PROVIDED FURTHER THAT** such works shall not require any statutory consents (and in this regard the Tenant shall furnish a certificate of exemption if so requested by the Landlord). Where Landlord's consent is required in relation to any alterations or additions, the Tenant shall be required to submit with its documents for approval, updated digital information regarding such alterations or additions compatible with the Landlord's existing BIM model and in accordance with the Landlord's Employers Information Requirements attached as Schedule 13 (" **EIR** "). The EIR are in compliance with the standards set out in BS1192 parts 1-4 and require information to be delivered to BIM Level 2 (as defined in PAS1192-2).

4.19 **Signs and advertisements**

Not to erect or display on the exterior of the Demised Premises or in the windows thereof so as to be visible from the exterior, any pole, flag, aerial, advertisement poster, notice or other sign or thing whatsoever without the Landlord's prior written consent (not to be unreasonably withheld or delayed provided that it shall not be unreasonable for the Landlord to withhold its consent for any signage application if the proposed signage is offensive or is substantially incompatible with the character of the Building) or which does not comply with the Tenant's obligations under Clause 4.24 or any relevant planning permission.

4.20 **Alienation**

Not to assign, transfer, underlet, or part with the possession or occupation of the Demised Premises or any part thereof or suffer any person to occupy the Demised Premises or any part thereof as a licensee **BUT SO THAT NOTWITHSTANDING** the foregoing the Landlord shall not unreasonably withhold or delay its consent to an assignment of the entire of the Demised Premises or an underletting of the entire or part of the Demised Premises to an assignee/underlessee that constitutes an institutionally acceptable covenant and that is of good and sufficient financial standing (and in the case of an assignment, is otherwise to the reasonable satisfaction of the Landlord) sufficient to meet its obligations as aforesaid subject always to the following provisions or such of them as may be appropriate, that is to say:

(a) The Tenant shall prior to any such alienation as aforesaid apply to the Landlord and give all reasonable information concerning the proposed transaction and concerning the proposed assignee, under-lessee, licensee or disponee as the Landlord may reasonably require;

(b) The Landlord's consent (if given) to any such alienation shall be in writing and shall be given in such manner as the Landlord shall decide acting reasonably and the Tenant shall pay the reasonable vouched costs of the Landlord properly incurred in connection with the furnishing of such decision;

(c) In the case of an assignment to a limited liability company which is not an institutionally acceptable covenant and of good and sufficient financial standing to meet its obligations as aforesaid, it shall be deemed reasonable for the Landlord to require that a guarantor or guarantors of financial standing satisfactory to the Landlord (acting reasonably) shall join in such consent as aforesaid as surety or sureties for such Company in order jointly and severally to covenant with the Landlord in the manner described in the guarantee contained in the Schedule 8 (mutatis mutandis);

(d) In the case of an underlease, the Tenant agrees to use reasonable endeavours to ensure that the terms and conditions of any underlease remain confidential as between the Landlord and the Tenant and shall not be disclosed by the Tenant to any third party without the Landlord's prior written approval, except as required by Law;

(e) In the case of an underlease, the same shall be of either the entire of the Demised Premises or part of the Demised Premises **PROVIDED THAT**

(A) The Tenant may sub-let on a floor-by-floor basis subject to a maximum of four (4) sub-lettings at any one time;

(B) The Tenant may sub-let part only of a floor subject to a cap of two sub-tenants per floor and at a minimum of 50% of the floor area of a particular floor the Landlord acknowledging that the remaining un-let space may be less than 50% of a particular floor and subject further to the maximum of four (4) sub-lettings of the Demised Premises referenced in clause 4.20.1(f)(A) above and **PROVIDED THAT** the Tenant has obtained the necessary Fire Safety Certificate and Disability Access Certificate and any other consents or approvals for the sub-division of any floor; and

(C) The Tenant shall be entitled to sub-let the entire of the part of the Demised Premises comprising Nos. 4, 5 & 6 Sir John Rogerson's Quay which sub-letting shall not be considered a sub-letting for the purposes of the restrictions set out in clauses 4.20.1(f)(A) and 4.20.1(f)(B) above.

and **PROVIDED FURTHER** that the Tenant has obtained the necessary Fire Safety Certificate and Disability Access Certificate and any other consents or approvals for the sub-division of any floor.

In the case of such underlease the same shall be made without taking a fine or premium at the then full current open market rent and the under-lessee shall, if required by the Landlord, enter into a direct covenant with the Landlord to perform and observe all the covenants (other than that for payment of the rents hereby reserved) and conditions herein contained and every such under-lease shall also be subject to the following conditions, that is to say that it shall contain:-

(i) provisions for the review of the rent thereby reserved (which the Tenant hereby covenants to operate and enforce) corresponding except as to terms and dates but in all other respects (mutatis mutandis) with the rent review provisions contained in this Lease;

(ii) a covenant by the undertenant (which the Tenant hereby covenants to use reasonable endeavours to enforce) prohibiting the undertenant from doing or suffering any act or thing upon or in relation to the Demised Premises in breach of, the provisions of this Lease;

(iii) Any such sublease shall absolutely cease and determine if for whatever reason (including forfeiture) this Lease is terminated or expires (but the Landlord acknowledges that this shall be subject to any sub-tenant statutory rights which any sub-tenant may have entitling the sub-tenant to remain in occupation) (without prejudice to any claims the Landlord may have against the Tenant if such rights arise due to any breach of the Tenant's covenants in this Lease) and the Tenant shall procure that the sub-lessee vacates the premises underlet to it at the expiration or sooner determination of the Term;

(iv) a condition for re-entry on breach of any covenant by the undertenant;

(v) the same restrictions as to alienation, assignment, underletting, parting with or sharing the possession or occupation of the premises underlet; and

(vi) a confirmation of renunciation of statutory renewal rights;

(f) To enforce at the Tenant's own expense the performance and observance by every such undertenant of the covenants, provisions and conditions of the under-lease and not, at any time, either expressly or by implication, to waive any breach of the same;

(g) Not to agree any reviewed rent with the undertenant or any rent payable on any renewal thereof without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed but provided always that nothing herein shall prevent the Tenant from complying with any independent determination process provided for in the rent review clauses of the sub-lease;

(h) Not to produce evidence of, refer to or seek to rely upon during any rent review pursuant to Schedule 4 the terms, conditions and/or existence of any under-letting(s) of part or all of the Demised Premises created by the Tenant including but not limited to the rent payable under any such under-letting(s);

(i) Not to vary the terms of any permitted under-lease without the prior written consent of the Landlord not to be unreasonably withheld or delayed.

(j) For the avoidance of doubt, in the case of an assignment, underletting, parting with possession or occupation of the Demised Premises or any part thereof or sufferance of any person to occupy the Demised Premises or any part thereof as a licensee or concessionaire (an "Alienation"), it shall be reasonable for the Landlord to withhold consent to any such Alienation of the Demised Premises or part thereof where the Alienation would, in the reasonable opinion of the Landlord, have the effect or give rise to a termination of the Landlord's Option to Tax. PROVIDED ALWAYS THAT it shall not be reasonable for the Landlord to withhold such consent in circumstances where prior to any such proposed Alienation the Tenant pays or procures the payment to the Landlord of:

(i) an amount equal to the amount of any VAT clawback or VAT payment obligations suffered by the Landlord as a result of such Alienation (hereinafter referred to in this Lease as a VAT Adjustment); and

(ii) because the VAT Adjustment payable under sub-clause (i) above is or may be subject to tax in the hands of the Landlord, such further sum (the "Additional Payment") as will leave the Landlord in at least the same position as if the VAT Adjustment had not been subject to tax and for the purpose of calculating the Additional Payment it shall be assumed, if not otherwise the case, that the VAT Adjustment and the Additional Payment constitute the sole income of the Landlord and that the Landlord has no deductible expenses, losses or allowances for tax purposes for offset or reduction against such income or receipt and the Tenant shall keep the Landlord indemnified in respect of any such VAT Adjustment and Additional Payment.

In respect of the above, the Landlord agrees to furnish to the Tenant a calculation of any sums due (the "Statement") signed by the Landlord's auditors or tax advisors and such Statement shall (save in the case of manifest error) be final and binding on the parties. All amounts shall be paid in advance to the Landlord prior to issuing consent to any proposed alienation.

4.20.2 In the event that the Tenant wishes to assign this Lease during the Term then the following provisions shall apply:

(a) in such circumstances the Tenant shall prior to placing its interest in this Lease on the market, first serve a written notice on the Landlord to this effect (the " **Sale Notice** ") containing in full the terms on which the Tenant wishes to assign this Lease and offering to assign this Lease to the Landlord on the same terms;

(b) if the Landlord wishes to accept the offer made in the Sale Notice, it will do so by serving on the Tenant a written notice (the " **Acceptance Notice** ") within twenty (20) calendar days of the date of service of the Sale Notice (the " **Acceptance Notice Period** "). On the date of service of the Acceptance Notice there will be constituted a binding contract between the Tenant and the Landlord for the assignment by the Tenant of this Lease to the Landlord on the terms contained in the Sale Notice such assignment to be completed within twenty (20) Working Days of service of the Acceptance Notice;

(c) if the Landlord does not serve the Acceptance Notice during the Acceptance Notice Period (or if the assignment is not completed within the prescribed period specified at (b) above), then the Tenant may at any time during the period of eight (8) months from the expiration of the Acceptance Notice Period (the " **Transfer Period** ") market this Lease with a view to securing an offer from an arms-length third party;

(d) if the Tenant secures an offer from an arms-length third party during the Transfer Period then the Tenant may assign this Lease to such third party at any time thereafter; and

(e) the procedure set out in this clause 4.20.2 will be repeated whenever the Tenant wishes to assign its interest in this Lease during the Term (other than to a Group Company).

4.20.3 The Tenant may, subject to notifying the Landlord in advance but without the obligation to obtain the prior written consent of the Landlord share occupation of the Demised Premises with a Group Company or Group Companies provided that the Tenant shall:

(a) provide prior written notification of the proposed occupation and thereafter once executed to provide to the Landlord a copy of the deed of renunciation which shall be executed by the proposed Group Company in conjunction with the sharing of possession;

(b) not permit such Group Company to acquire statutory renewal rights;

(c) ensure that any occupancy ceases prior to the termination of the Lease (and, in the case of any arrangement with a Group Company, upon it ceasing to be a Group Company, if earlier);

(d) ensure that the user under any such arrangement is in compliance with the Permitted User;

(e) upon request by the Landlord (acting reasonably), promptly furnish the Landlord with details of any Group Company in occupation of any part of the Demised Premises; and

(f) upon request, provide appropriate details of the Group Company and the relationship with the Tenant;

AND notwithstanding any such sharing of possession, the Tenant shall be and remains liable to the Landlord for any breach by either the Tenant or such Group Company of any of the covenants on the part of the Tenant contained in the Lease.

4.21 **Registration of dispositions**

Within fourteen (14) days of every alienation, assignment, transfer, assent, under-lease, assignment of under-lease or any other disposition, whether mediate or immediate, of or relating to the Demised Premises or any part thereof, to produce to and leave with the Landlord or its solicitors a certified copy of the deed, instrument or other document evidencing or effecting such disposition and to pay to the Landlord's solicitors their reasonable vouched legal costs and other expenses incurred in connection with such alienation.

4.22 **Disclosure of information**

Upon making any application or request in connection with the Demised Premises or this Lease, to disclose to the Landlord such information as the Landlord may reasonably require and, whenever the Landlord shall reasonably request, to supply full particulars;

(a) of all persons other than the names of employees of companies or organisations in actual occupation or possession of the Demised Premises and of the right in which they are in such occupation or possession, and

(b) of all persons other than the names of employees of companies or organisations having an interest in the Demised Premises (other than in the reversion to the Term).

4.23 **Landlord's costs**

To pay and indemnify the Landlord against all reasonable vouched costs, fees, charges, disbursements and expenses properly incurred by the Landlord, including, but not limited to, those payable to solicitors, counsel, architects, surveyors and sheriffs

(a) in relation to the preparation and service of a notice under Section 14 of the 1881 Act and of any proceedings under the 1881 Act and/or the 1860 Act (whether or not any right of re-entry or forfeiture has been waived by the Landlord or a notice served under Section 14 of the 1881 Act has been complied with by the Tenant and notwithstanding that forfeiture has been avoided otherwise than by relief granted by the Court);

(b) in relation to the preparation and service of all notices and schedules relating to wants of repair, whether served during or after the expiration of the Term (but relating in all cases only to such wants of repair that accrued not later than the expiration or sooner determination of the Term);

(c) in connection with the recovery or attempted recovery of arrears of rent or other sums due from the Tenant, or in procuring the remedying of the breach of any covenant by the Tenant;

(d) in relation to any application for the Landlord's or any superior landlord's consent required or made necessary by this Lease whether or not the same is granted (except in cases where the Landlord is obliged not to unreasonably withhold its consent and the withholding of its consent is held to be unreasonable), or whether or not the application has been withdrawn;

(e) In relation to any application made by the Landlord at the request of the Tenant and whether or not such application is accepted, refused or withdrawn.

4.24 **Statutory requirements**

(a) At the Tenant's own expense, to comply in all respects with the provisions of all Acts, Statutory Instruments, Bye Laws and other regulations now in force or which may hereafter be in force and any other obligations imposed by law relating to the Demised Premises or the Tenant's user thereof;

(b) To execute all works and provide and maintain all arrangements upon or in respect of the Demised Premises or the user thereof, which are directed or required (whether by the Landlord, Tenant or occupier) by any statute now in force or which may hereafter be in force or by any government department, local or other competent authority or duly authorised officer or court of competent jurisdiction acting under or in pursuance of any statute and to indemnify and keep the Landlord indemnified against all costs, charges, fees and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required;

(c) Not to do in or near the Demised Premises, any act or thing by reason of which the Landlord may, under any statute, incur or have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.

PROVIDED ALWAYS for the avoidance of doubt the Tenant shall not be responsible for any breaches of any Acts, Statutory Instruments, Bye Laws and other regulations now in force arising prior to the Term Commencement Date.

4.25 **Planning Acts**

(a) Not to do anything on or in connection with the Demised Premises the doing or omission of which shall be a contravention of the Planning Acts or of any regulations, notices, orders, licences, consents, permissions and conditions (if any) served, made, granted or imposed thereunder and to indemnify (as well after the expiration of the Term by effluxion of time or otherwise as during its continuance) and keep indemnified the Landlord against all actions, proceedings, damages, penalties, costs, charges, claims and demands in respect of such acts and omissions or any of them and against the costs of any application for planning permission, commencement notices, fire safety certificates and the works and things done in pursuance thereof to rectify any such acts or omissions;

(b) In the event of the Landlord giving written consent to any of the matters in respect of which the Landlord's consent shall be required under the provisions of this Lease or otherwise and in the event of permission or approval from any local authority under the Planning Acts being necessary for any addition, alteration or change in or to the Demised Premises or for the change of user thereof, to apply, at the cost of the Tenant, to the relevant local authority for all approvals, certificates, consents and permissions which may be required in connection therewith and to give notice to the Landlord of the granting or refusal (as the case may be) together with copies of all such approvals, certificates, consents and permissions forthwith on the receipt thereof and to comply with all conditions, regulations, bye laws and other matters prescribed by any competent authority either generally or specifically in respect thereof and (if commenced) to carry out such works at the Tenant's own expense in a good and workmanlike manner to the satisfaction of the Landlord;

(c) To give notice forthwith to the Landlord of any notice, order or proposal for a notice or order served on the Tenant under the Planning Acts and if so required by the Landlord to produce the same and at the request of the Landlord at the joint cost of the Tenant and the Landlord, to make or join in making such objections or representations in respect of any proposal as the Landlord may require;

(d) To comply at its own cost with any notice or order served on the Tenant under the provisions of the Planning Acts;

(e) Not to implement any planning permission before it and any necessary fire safety certificates have been produced to and approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) **PROVIDED THAT** the Landlord may refuse to approve such planning permission or fire safety certificate on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would, in the opinion of the Landlord (acting reasonably), be or be likely to be, prejudicial to the Landlord's interest in the Demised Premises or the Estate. In the event that the Tenant disputes that any condition contained in or anything omitted from or the period referred to in any such planning permission or fire safety certificate would be or be likely to be prejudicial to the Landlord's interest in the Demised Premises then it may refer the matter to the Independent Surveyor who shall determine the matter within twenty (20) Working Days of the date of his appointment, whose appointment shall be valid and binding on the parties and whose costs shall be borne as he directs or by the party against whom he finds in the event of no such direction. In the event that the Independent Surveyor finds in favour of the Tenant the Landlord shall not be entitled to refuse approval of such planning permission or fire safety certificate on the grounds that they are prejudicial to the Landlord's interest in the Demised Premises or the Estate.

(f) To produce to the Landlord on demand (but never more than once in a twelve (12) month period) all plans, documents and other evidence as the Landlord may reasonably require in order to satisfy itself that all of the provisions in this covenant have been complied with.

4.26 **Statutory notices**

Within seven (7) days of receipt of same (or sooner if requisite having regard to the requirements of the notice or order in question or the time limits stated therein) to produce to the Landlord a true copy and any further particulars required by the Landlord of any notice or order or proposal for the same given to the Tenant and relevant to the Demised Premises or the occupier thereof by any government department or local or public or statutory authority, and, without undue delay, to take all necessary steps to comply with the notice or order in so far as the same is the responsibility of the Tenant, and, at the request of the Landlord and (if the relevant notice solely impacts upon Demised Premises) at the joint cost of the Tenant and the Landlord, to make or join with the Landlord in making such objection or representation against or in respect of any such notice, order or proposal as the Landlord shall deem expedient.

4.27 **Fire and safety precautions and equipment**

(a) To comply with the written requirements (whether notified or directed to the Landlord and then to the Tenant or directly to the Tenant) of the appropriate local authority and the insurers of the Demised Premises and reasonable requirements of the Landlord in relation to fire safety precautions affecting the Demised Premises;

(b) Not to obstruct the access to or means of working of any firefighting, extinguishing and other safety appliances for the time being installed in the Demised Premises or the means of escape from the Demised Premises in case of fire or other emergency; and

(c) To comply at all times with the provisions of the Safety Health and Welfare at Work Act and (where applicable) to furnish the Landlord with a copy of the Safety File and the Safety Statement prepared pursuant thereto.

4.28 **Safety File**

(a) To maintain and keep and to hand over to the Landlord all relevant information for updating the safety file of the Landlord (the "Landlord's Safety File") in respect of any construction work as defined in the Safety Health & Welfare at Work Act 2005 - 2014 including fit-out works carried out by the Tenant (or its under-tenant(s) where appropriate) to the Demised Premises and to ensure that all such information can be incorporated into the Landlord's 3D Building Information Asset Model (i.e. in a Revit/3D format).

(b) In respect of any construction work carried out or to be carried out by the Tenant (or its under-tenant(s) where appropriate) to the Demised Premises which obliges the Tenant or such other party to keep a safety file (the " **Tenant's Safety File** ") the Tenant shall retain or procure that there is retained therein all relevant information in relation to such construction work and on completion of such construction work shall expeditiously hand a duplicate copy of the Tenant's Safety File to the Landlord or his authorised agent or nominee and the Tenant will ensure that all such information can be incorporated into the Landlord's 3D Building Information Asset Model (i.e. in a Revit/3D format).

(c) To maintain, keep and update as and when required the Tenant's Safety File and when requested to do so to make same available for inspection by the Landlord or its authorised agent or nominee.

(d) To supply the Landlord or his authorised agent or nominee with all necessary information and updates relating to the Tenant's Safety File to enable the Landlord to update any copy thereof maintained by the Landlord and to ensure that all such information is provided in a format that is compatible with BIM.

(e) On the assignment of this Lease to hand over the Tenant's Safety File to the assignee and on or prior to the Termination Date to hand over the original Tenant's Safety File to the Landlord or his authorised agent or nominee.

(f) In the event, that the Landlord makes available the Landlord's Safety File to the Tenant, to hold the Landlord's Safety File in trust and to the order of the Landlord and to return it as soon as possible and in any event at the request of the Landlord or his authorised agent or nominee.

(g) To comply with the requirements of the Safety Health & Welfare at Work Act 2005 and any regulations made thereunder and/or under any legislation repealed by it including provisions for appointment of a project supervisor for the design stage and the construction stage of any works carried out by or on behalf of the Tenant or any other occupier of the Demised Premises and to indemnify and keep indemnified the Landlord against any loss incurred by the Landlord as a result of the breach by the Tenant of its obligations under this Clause 4.28.

4.29 **Encroachments and easements**

Not to stop up, darken or obstruct any of the windows or lights belonging to the Demised Premises and not to permit any new window, light, opening, doorway, passage, Conduits or other encroachment or easement to be made or acquired by any third party into, upon or over the Demised Premises or any part thereof, and in case any person shall attempt to make or acquire any encroachment or easement whatsoever, to give written notice thereof to the Landlord immediately the same shall come to the notice of the Tenant, and, at the request of the Landlord but at the cost of the Tenant, to adopt such means as may be reasonably required by the Landlord for preventing any such encroachment or the acquisition of any such easement.

4.30 **Re-Letting**

(a) To permit the Landlord at all reasonable times during the last twelve (12) months of the Term to enter upon the Demised Premises and affix and retain, without interference from or by the Tenant, upon any suitable parts of the exterior of the Building (but not so as to materially affect the access of light and air to the Demised Premises) notices for re-letting the same and not to remove or obscure the said notices.

(b) During the last twelve (12) months of the Term to permit all persons with the authority of (and being accompanied by) the Landlord or the Landlord's agent to view the Demised Premises during Business Hours on no less than 48 hours prior written notice and by appointment with the Tenant (such appointment to be agreed as soon as practicable between the parties for the earliest possible time following the expiry of the 48 hours' notice).

4.31 **Indemnity**

(a) To keep the Landlord and Management Company fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising in respect of any injury to or death of any person or damage to any property moveable or immoveable or the infringement, disturbance or destruction of any right, easement or privilege arising out of any act, omission or negligence of the Tenant or any persons in on or about the Demised Premises expressly or impliedly with the Tenant's authority or the user of the Demised Premises or any breach of the Tenant's covenants or the conditions or other provisions contained in this Lease;

(b) To effect and keep in force during the Term such public liability (with a limit of indemnity of not less than €6.5m (six million five hundred thousand euro), employer's liability (with a limit of indemnity of not less than €13m (thirteen million euro) and other policies of insurance as may be necessary to cover the Tenant against any claim arising under this covenant and to note the interests of the Landlord and the Management Company on such policies so that the Landlord and the Management Company are indemnified by the insurers in the same manner as the Tenant and whenever required to do so by the Landlord, to produce to the Landlord satisfactory evidence that the said policy or policies is/are valid and subsisting and that all premium due thereon have been paid. Limits required above may be maintained with a combination of primary and excess policies.

(c) To indemnify the Landlord in respect of any excess applicable in relation to the policies of insurance in place pursuant to Clause 4.31(b).

(d) To insure and keep insured the Tenant signage and plant and fit-out (if any which the Tenant shall have been permitted to install or to erect), furniture and equipment in the Demised Premises against all risks usually covered on a comprehensive policy in the full reinstatement or replacement cost thereof with an insurer of repute approved by the Landlord and in the event of destruction of or damage to all or any of the said fit-out, furniture and equipment by reason of one or more of the insured risks arising, to ensure that all monies payable under such policy of insurance are used in repairing, replacing, refurbishing or otherwise reinstating the fit-out, furniture and equipment.

(e) To give notice to the Landlord as soon as possible upon becoming aware of any event which might affect any insurance policy maintained by the Landlord relating to the Building provided that the Tenant has been informed of the relevant terms of any such insurance policy.

(f) If at any time the Tenant is entitled to the benefits of any insurance on the Demised Premises (which is not affected or maintained in pursuance of any obligation under this Lease) to apply all monies received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received.

(g) To notify the Landlord in writing as soon as possible of any damage, howsoever occasioned, to the Demised Premises or to the personal property of the Landlord on the Demised Premises immediately on becoming aware of same.

(h) To pay to the Landlord on demand the amount of any insurance monies in respect of the damage to the Demised Premises, the Building and / or the personal property of the Landlord which cannot be recovered by reason of any act, default, omission or negligence of the Tenant its servants, agents, licensees or invitees.

4.32 Fire and Security Systems

(a) To comply with the written requirements (whether notified or directed to the Landlord and then to the Tenant or directly to the Tenant) of the appropriate statutory authorities, the insurers of the Building and the Landlord in relation to fire and safety precautions affecting the Building, the Estate and the Basement.

(b) To keep the Demised Premises supplied and equipped with such fire-fighting and extinguishing appliances as shall be required by Law, any appropriate statutory authority or the Landlord's insurers or as shall be reasonably required by the Landlord and to maintain same to the satisfaction of the relevant party in efficient working order and at least once in every six months to cause any sprinkler system or other fire-fighting equipment in the Demised Premises to be inspected by a competent person.

(c) Not to obstruct the access to or means of working any fire-fighting, extinguishing and other safety appliances for the time being installed in the Demised Premises or the means of escape from the Demised Premises or any adjoining or neighbouring property in case of fire or other emergency or to lock any fire door while the Demised Premises is occupied.

(d) To be responsible for the security control in the Demised Premises and to comply with all reasonable written instructions and requirements of the Landlord, in relation to the security controls in the Building.

(e) To ensure that, if any part of the Building and / or the Basement in which the Tenant's staff, servants and agents work or use needs to be evacuated, its staff servants and agents are trained in the procedure for and shall assist such evacuations.

4.33 **Stamp Duty and Value Added Tax**

(a) To pay to the Landlord the stamp duty payable on this Lease and the counterpart thereof and the Landlord undertakes to pay the stamp duty or cause the stamp duty to be paid to the Revenue Commissioners within 30 days of receipt from the Tenant, and to forward to the Tenant or cause to be forwarded to the Tenant an original stamp duty certificate following such payment.

(b) The Landlord hereby notifies and confirms to the Tenant that it is exercising the Landlord's Option to Tax.

(c) For the avoidance of doubt, the Tenant shall in addition to any other amounts payable under the Lease pay to the Landlord, within thirty days of the receipt of a valid VAT invoice, the amount of VAT arising in relation to any rent or other payments due under or in connection with this Lease and the Tenant shall keep the Landlord fully indemnified against such VAT.

(d) In the event that the Tenant is liable to pay any costs incurred or borne by the Landlord in connection with this Lease, the Tenant shall also pay to the Landlord the amount of any VAT incurred or borne by the Landlord on such costs to the extent the VAT is not deductible by the Landlord.

(e) At any time during the Term the Landlord may terminate the Landlord's Option to Tax in respect of the Lease by giving written notice in this effect to the Tenant. Any termination of the Landlord's Option to Tax pursuant to this clause shall be at the sole discretion of the Landlord.

(f) Where at any time during the Term the Landlord has terminated the Landlord's Option to Tax, the Landlord may thereafter from time to time during the Term exercise a Landlord's Option to Tax the rents and other sums payable under the Lease by giving notice to the Tenant pursuant to Section 97(1) of the VAT Act and where such notice is given the Tenant shall in addition to any amounts payable under this Lease pay to the Landlord the amount of VAT arising in relation to such amounts on the receipt of a valid VAT invoice and the Tenant shall keep the Landlord indemnified against such VAT, in accordance with Clause 4.33(c).

(g) Where during the Term the Landlord's Option to Tax is at any time terminated pursuant to Section 97(1)(d)(iii), (iv) or (v) or Section 97(2) of the VAT Act as a result of a breach by the Tenant of clause 4.15 (Prohibited User) or clause 4.20 (Alienation) the Tenant hereby covenants to reimburse the Landlord on demand on a net of tax basis for the Landlord;

(i) the amount of any VAT clawback or VAT payment obligations suffered by the Landlord plus interest and penalties applicable thereon arising for the Landlord as a result of such termination (hereinafter referred to in this Lease as a VAT Adjustment), and,

(ii) because the VAT Adjustment payable under sub-clause (i) above is or may be subject to tax in the hands of the Landlord, such further sum (the "Additional Payment") as will leave the Landlord in at least the same position as if the VAT Adjustment had not been subject to tax and for the purpose of calculating the Additional Payment it shall be assumed, if not otherwise the case, that the VAT Adjustment and the Additional Payment constitute the sole income of the Landlord and that the Landlord has no deductible expenses, losses or allowances for tax purposes for offset or reduction against such income or receipt and the Tenant shall keep the Landlord indemnified in respect of any such VAT Adjustment and Additional Payment.

(iii) In respect of the above, the Landlord agrees to furnish to the Tenant, a calculation of any VAT Adjustment payable (the "Statement") signed by the Landlord's auditors or tax advisors and such Statement shall (save in the case of manifest error) be final and binding on the parties.

(h) If there is any surrender forfeiture break or termination of this Lease for any reason (including any surrender within the meaning of Section 2(1) of the VAT Act) then the Landlord agrees to enter into non-binding negotiations with the Tenant to consider becoming responsible from the date of surrender of this Lease, for any capital good(s) created by the Tenant in accordance with section 64(7) of the VAT Act.

(i) The Tenant shall fully and properly maintain all documents and records necessary for the Landlord to determine the VAT history of the Demised Premises in accordance with the VAT Act and shall make available to the Landlord or any person authorised by the Landlord all such documents and records upon reasonable request made during or within a reasonable period after Termination of the Term. Such records must include a copy of any capital goods records which the Tenant is required to keep in relation to the Demised Premises (or any development of refurbishment thereto) under Section 64(12) of the VAT Act.

(j) The Tenant shall warrant to the Landlord the accuracy of any document issued to the Landlord as required in relation to the Premises or in the development or refurbishment of the Premises under chapter 2 of part 8 of the VAT Act.

4.34 **Bicycles**

Not to park or permit to be parked bicycles in any part of the Demised Premises or the Building other than in the designated bicycle racks provided in the Basement.

4.35 **Termination by Tenant**

(a) The Tenant may terminate this Lease on the last day of twelfth year of the Term being 2031 (the " **Option Date** ") subject strictly to:

(i) the Tenant serving on the Landlord a notice in writing exercising the said right (the " **Notice** ") at least twelve months prior to the Option Date (and in this regard time shall be of the essence).

(ii) payment by the Tenant of all Rents in accordance with clauses 3.1 – 3.3, all outgoing and any other sums payable by the Tenant hereunder in respect of the Demised Premises payable up to and including the Option Date **PROVIDED THAT** the Tenant may, at any time up until six (6) weeks prior to the Option Date request in writing from the Landlord, a statement of any Rents , outgoings and any other sums payable by the Tenant hereunder , which statement the Landlord shall furnish within fifteen (15) Working Days following such request;

(iii) compliance by the Tenant in full with its yielding up obligations as set out at Clause 4.8 of this Lease;

(iv) the Tenant procuring that any sub-tenants or occupiers have vacated the Demised Premises on or before the Option Date.

(b) Strictly without prejudice to the validity of the Tenant's exercise of its right to terminate pursuant to Clause 4.35 (a) the Tenant shall deliver to the Landlord on the Option Date the original of this Lease together with all related title documentation (including a release or discharge of all mortgages, charges or other encumbrances whether registered or not) and shall as beneficial owner deliver duly executed and stamped a surrender or assignment of this Lease.

(c) Any such termination shall be without prejudice to any antecedent breach by either the Landlord or the Tenant of any of their respective covenants herein contained.

5. LANDLORD'S COVENANTS

The Landlord **HEREBY COVENANTS** with the Tenant as follows:-

5.1 Quiet Enjoyment

That the Tenant paying the rents reserved by this Lease and performing and observing the covenants on the part of the Tenant herein contained, shall and may peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or any person lawfully claiming through, under, or in trust for it.

5.2 Provision of Estate Services

Subject to payment of the Tenant's Proportion of the Estate Service Charge, to provide or cause to be provided the maintenance and services more particularly set forth in Schedule 5 in accordance with the principles of good estate management.

5.3 Provision of Building Services

Subject to payment of the Tenant's Proportion of the Building Service Charge, to provide or cause to be provided the maintenance and services more particularly set forth in Schedule 6 in a good and workmanlike manner to Grade A Office Standards in accordance with the principles of good estate management.

5.4 Provision of Basement Services

Subject to payment of the Tenant's Proportion of the Basement Service Charge, to provide or cause to be provided the maintenance and services more particularly set forth in Schedule 7 in accordance with the principles of good estate management.

5.5 Management Company

To procure that the Management Company complies with its obligations pursuant to this Lease.

6. **INSURANCE**

6.1 **Landlord to insure**

Subject to the Landlord being able to effect insurance against any one or more of the items referred to in this sub-clause being available in the market on market standard commercial terms and subject to reimbursement by the Tenant of the sums referred at Clause 3.2 hereof, the Landlord covenants with the Tenant to insure the following in the name of the Landlord:-

(a) the Building (including the Demised Premises and, for the avoidance of doubt, the value of the fit out elements set out in Schedule 9) against loss or damage by the Insured Risks in the full reinstatement cost thereof (to be determined from time to time by the Landlord or his Inspector or Professional Adviser (each acting reasonably)) including:

(i) architects, surveyors, consultants and other professional fees (including Value Added Tax thereon) to the extent it is irrecoverable;

(ii) the costs of shoring up, demolishing, site clearing and similar expenses;

(iii) all stamp duty and other taxes or duties eligible on any building or like contract as may be entered into and all other incidental expenses relative to the reconstruction, reinstatement or repair of the Demised Premises;

(iv) such provision for inflation as the Landlord in its discretion, but acting in accordance with the principles of good estate management, shall deem appropriate;

provided that the Landlord shall, at the request of the Tenant, procure that the Landlord's insurance for the Building shall provide a waiver of all rights of subrogation against the Tenant, its' contractor and the Tenant's contractor's sub-contractors (" **Clause 26 Cover** ") for any period during which the Tenant may undertake alterations in accordance with this Lease, subject only to (i) such cover being available in the Irish insurance market at reasonable rates; and (ii) the payment of any increase in the premium associated with the Clause 26 Cover and compliance by the Tenant with any requirements of the Landlord's insurer associated therewith.

(b) the loss of rent and the service charge sums referred to in Clause 3 hereof, from time to time payable, or reasonably estimated to be payable under this Lease (taking account of any review of the rent which may become due under this Lease) following loss or damage to the Demised Premises by the Insured Risks, three (3) years or such longer period (but not exceeding four (4) years) (the " **Loss of Rent Period** ") as the Landlord may, from time to time, reasonably deem to be necessary, having regard to the likely period required for obtaining planning permission and fire safety certificates (if applicable) and any other consents and approvals for reinstating the Demised Premises and having notified the Tenant of any proposed extension to such period;

(c) property owners, public, employer's and other liability of the Landlord arising out of or in relation to the Demised Premises; and

(d) such other insurances as the Landlord may, in its reasonable discretion from time to time, deem necessary to effect.

6.2 **Landlord to produce evidence of insurance**

(a) At the request of the Tenant, the Landlord shall and hereby covenants with the Tenant to produce to the Tenant a copy or extract duly certified by the Landlord of the policy/policies of such insurance and a copy of the receipt(s) for the last premium or (at the Landlord's option) reasonable evidence from the insurers of the terms of the insurance policy/policies and the fact that the policy/policies is subsisting and in effect.

(b) The Landlord shall procure for so long as the same is generally available in the Irish insurance market that the relevant policy of insurance will contain: (i) a waiver of subrogation rights in favour of the Tenant and (ii) a non-invalidation clause.

6.3 **Destruction of the Demised Premises**

If the Building or any part thereof or the means of access thereto is destroyed or damaged by any of the Insured Risks so as to render the Demised Premises unfit for use and occupation or without suitable means of access then:-

(a) unless payment of the insurance moneys shall be refused in whole or in part by reason of any act neglect or default of the Tenant or the servants agents licensees or invitees of the Tenant or any under tenant or any person under its or their control; and

(b) subject to the Landlord being able to obtain any necessary planning permission and fire safety certificates and all other necessary licences, approvals and consents (in respect of which the Landlord shall use its reasonable endeavours to obtain as soon as practicable); and

(c) subject to the necessary labour and materials being and remaining available (in respect of which the Landlord shall use its reasonable endeavours to obtain as soon as practicable);

the Landlord shall lay out the proceeds of such insurance, (other than any in respect of the loss of rent and service charge sums referred to in Clause 3 hereof), in the rebuilding and reinstating of the Demised Premises or the part or parts thereof or the means of access thereto so destroyed or damaged, substantially as the same were prior to any such destruction or damage (but not so as to provide accommodation identical in layout and manner or method of construction if it would not be reasonably practical to do so). For the avoidance of any doubt, the Tenant shall not be liable for any shortfall in insurance proceeds associated with rebuilding and reinstating the Demised Premises unless the shortfall in whole or in part has arisen by reason of any act neglect or default of the Tenant or the servants agents licensees or invitees of the Tenant or any under tenant or any person under its or their control.

6.4 **Where reinstatement is prevented**

If the Landlord is prevented (for whatever reason) from rebuilding or reinstating the Building (including the Demised Premises) the Landlord shall be relieved from such obligation and shall be solely entitled to all the insurance moneys and if such rebuilding and reinstating shall continue to be so prevented for the Loss of Rent Period after the date of the destruction or damage so that after the said Loss of Rent Period the rebuilding/reinstatement is not substantially complete (which shall include but is not limited to the Demised Premises being fit for normal business use and occupation and accessible but excluding any Tenant fit-out elements) and this Lease has not been terminated by frustration, the Landlord or the Tenant may at any time after the expiry of such Loss of Rent Period by written notice given to the other determine this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant.

6.5 **Destruction by Uninsured Risks**

In the event that the Building is destroyed or damaged by an Uninsured Risk which has not been caused by any act, neglect, default or omission of the Tenant or any under-tenant or its or their servants, agents, licensees or invitees so as to render the Demised Premises unfit for occupation and use by the Tenant or without suitable access then the Rent and service charges payable hereunder or a fair proportion thereof according to the nature and extent of the damage will be suspended until the Demised Premises has been rebuilt or reinstated so as to render the Building fit for occupation and use and with suitable access or for the Loss of Rent Period whichever is the shorter period and any dispute about the extent, proportion or period of such suspension is

to be referred to a single arbitrator to be appointed, in default of agreement, upon the application of either party, by or on behalf of the President (or other officer endowed with the functions of such President) for the time being of the Society of Chartered Surveyors in accordance with the provisions of the Arbitration Act 2010. If following on the destruction or damage from the Uninsured Risk as aforesaid, the Landlord has not served a notice on the Tenant of its intention to reinstate and repair the Building within a period of eighteen (18) months from the date of such destruction or damage (or if the Building has not been reinstated within the Loss of Rent Period from the date the service by the Landlord of a notice of its intention to rebuild or reinstate the Building) then the Tenant or the Landlord may terminate this lease at any time thereafter by at least two (2) months' written notice served on the other and such termination shall be effective as of the date of the destruction or damage but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant PROVIDED ALWAYS THAT if the Landlord decides not to rebuild or reinstate the Building then it will immediately notify the Tenant in writing and on receipt by the Tenant of such notice either party can terminate this Lease by written notice to the other at any time but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant. For the avoidance of any doubt, in the event that the Landlord elects to rebuild or reinstate the Building following damage or destruction by Uninsured Risks, the Tenant shall not be liable for any costs associated therewith.

6.6 **Cesser of Rent and Service Charge**

In case the Building (including any access / egress to it) or any part or parts thereof shall be destroyed or damaged by any of the Insured Risks or Uninsured Risks (only for the purposes of the rent first reserved by this Lease) so as to render the Demised Premises unfit for use and occupation or without suitable access and the insurance shall not have been vitiated or payment of the policy moneys refused in whole or in part as a result of some act or default of the Tenant or any under-tenant or any person under its or their control, then the rent first reserved by this Lease and the service charges referred to in Clause 3.3 or a fair proportion thereof, according to the nature and extent of the damage sustained, shall be suspended until the Building or the part destroyed or damaged shall be again rendered fit for use and occupation and accessible and any dispute regarding the cesser of rent or service charges shall be referred to a single arbitrator to be appointed, in default of agreement, upon the application of either party, by or on behalf of the President (or other officer endowed with the functions of such President) for the time being of the Society of Chartered Surveyors in accordance with the provisions of the Arbitration Act 2010.

6.7 **Insurance becoming void**

The Tenant shall not do or omit to do anything that could cause any policy of insurance in respect of or covering the Demised Premises or such of any Adjoining Property as may be owned by the Landlord to become void or voidable wholly or in part nor do anything whereby any abnormal or loaded premium may become payable and the Tenant shall, on demand, pay to the Landlord all proper and reasonable expenses incurred by the Landlord in renewing any such policy.

6.8 **Notice by Tenant**

The Tenant shall give notice to the Landlord forthwith upon the Tenant becoming aware of the happening of any event or thing which might affect any insurance policy relating to the Demised Premises.

The Landlord shall notify the Tenant as soon as reasonably practicable if it cannot insure against any Insured Risks or on the cancellation termination or lapse of any insurance cover which the Landlord is obliged to effect and maintain.

6.9 **Safety File**

The Landlord shall maintain the Safety File for the Building in accordance with its obligations under the Safety Health and Welfare at Work (Construction) Regulations 2013 and the Landlord acknowledges the right of the Tenant to production of the said Safety File and a copy of the application for any Fire Safety Certificate for the Building or the Building Common Areas and to delivery of copies thereof (at the Tenant's cost) and hereby undertakes with the Tenant for safe custody of same.

6.10 **LEED REQUIREMENTS**

The Tenant shall comply at all times with the LEED requirements set out in Schedule 10 of this Lease.

7. MANAGEMENT COMPANY COVENANTS

The Management Company **HEREBY COVENANTS** with the Landlord and Tenant as follows:-

7.1 **Estate Services and Basement Services**

Subject to the payment of the Tenant's Proportion of the Estate Service Charge and the Tenant's Proportion of the Basement Service Charge, to provide or cause to be provided such of the maintenance and services more particularly set forth in Schedule 5 and Schedule 7.

8. **PROVISOS**

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

8.1 **Forfeiture**

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord:-

(a) if the rents or other monies reserved by this Lease or any part or parts thereof shall be unpaid for twenty-one (21) days after becoming payable (in the case of Initial Rent whether having been formally demanded or not); or

(b) if any of the covenants by the Tenant contained in this Lease shall not be performed or observed in any material respect, the Tenant having been notified of such a breach and having failed within the period of fourteen (14) days following the date of receipt of such notice (or such longer period as may be agreed between the parties acting reasonably having regard to the nature of the breach); or

(c) if the Tenant (being a body corporate) has a winding-up petition presented against it or passes a winding-up resolution (other than in connection with a members voluntary winding up for the purposes of an amalgamation or reconstruction which has the prior written approval of the Landlord or resolves to present its own winding-up petition or is wound-up (whether in Ireland or elsewhere) or a Receiver and Manager or Examiner is appointed in respect of the Demised Premises or any part thereof or of the Tenant; or

(d) if the Tenant (being an individual, or if more than one individual, then any one of them) has a bankruptcy petition presented against him or is adjudged bankrupt (whether in Ireland or elsewhere) or suffers any distress or execution to be levied on the Demised Premises or enters into composition with his creditors or shall have a receiving order made against him

THEN, and in any such case, the Landlord may at any time thereafter re-enter the Demised Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants or conditions contained in this Lease.

8.2 **Close Common Areas**

That, where it is otherwise unavoidable, it shall be lawful for the Management Company and /or Landlord at any time or times during the Term to temporarily or permanently close any part of the Estate Common Areas, Building Common Areas and / or the Basement or to erect obstructions or boundary marks or take such steps as the Landlord and / or the Management Company shall think necessary or as may be required or recommended by any local authority **PROVIDED ALWAYS** that the Landlord and the Management Company shall use their reasonable endeavours to procure (insofar as it is within the control of the Landlord and/or the Management Company to do so), (i) that reasonable and adequate means of access to and egress from the Demised Premises are continuously available for the Tenant, (ii) that the use and enjoyment of the Demised Premises by the Tenant is not materially affected, and (iii) that all such parts as aforesaid are reopened as soon as circumstances may reasonably permit to re-open all such parts as aforesaid as soon as circumstances may reasonably permit.

8.3 **Exercise of Rights of Entry**

In exercising any right or entitlement for the Landlord or the Management Company to enter or re-enter the Demised Premises for any purpose permitted by this Lease, the party exercising such rights (and the term "party" for the purposes of this clause shall mean the Landlord, the Management Company, any superior landlord or any others so permitted as the case may be) shall (save in cases of emergency, when such party shall nevertheless use its reasonable endeavours to comply with the following sub-paragraphs (a) to (f)):

(a) give the Tenant not less than 48 hours prior notice (save in the case of emergency when no notice shall be required but provided that in such cases of emergency the Landlord or the Management Company shall, as soon as possible following such entry, notify the Tenant of the fact of the entry and the circumstances of the emergency);

(b) comply (and use reasonable endeavours to ensure that their respective employees, agents, licensees and representatives shall comply) with the Tenant's reasonable security policy in respect of the Demised Premises;

(c) use reasonable endeavours to minimise any disruption to the Tenant; and

(d) where the purposes of such entry is to install (to the extent permitted by this Lease) Conduits, Utilities, cabling or other services, accept that such rights shall be exercised in a manner which the Landlord will use reasonable endeavours not to materially interfere with the Tenant or its business carried on in the Demised Premises or to reduce the areas of the Demised Premises.

(e) take all reasonable steps to ensure that as little damage or disturbance is done to the Demised Premises or any fixtures or fittings therein or any goods or merchandise thereat as is reasonably practicable and as little inconvenience is caused to the occupier or the trade or business carried on therein as is reasonably practicable; and

(f) make good without undue delay any damage to the Demised Premises or any fixtures or fittings therein or any goods or merchandise thereat that may be caused by such exercise but without compensation for any temporary inconvenience or disturbance caused to the Tenant or the occupier of the Demised Premises.

8.4 **Rules and Regulations**

(a) That it shall be lawful for the Management Company from time to time acting reasonably and in accordance with and having regard to the principles of good estate management and for the benefit of the tenants in the Estate to make such reasonable written regulations as the Management Company shall think fit for the management and conduct of the Estate and / or the Basement (but for the avoidance of doubt, excluding the Demised Premises), including those matters set out in paragraph 15 of the Third Schedule to this Lease, and to vary any such regulations provided such regulations shall not materially interfere with the occupation, amenity, use or enjoyment of the Demised Premises by the Tenant PROVIDED ALWAYS that if there is a conflict between any such regulations and the terms of this Lease, the terms of this Lease shall prevail.

(b) That it shall be lawful for the Landlord from time to time acting reasonably and in accordance with having regard to the principles of good estate management and for the benefit of the tenants in the Building to make such reasonable regulations as the Landlord shall think fit for the management and conduct of the Building (but excluding matters relating exclusively to the operation and management of the Demised Premises) and to vary any such regulations provided such regulations shall not materially interfere with the occupation, amenity, use or enjoyment of the Demised Premises by the Tenant PROVIDED ALWAYS that if there is a conflict between any such regulations and the terms of this Lease, the terms of this Lease shall prevail.

8.5 **Agents**

In performing any obligations under this Lease, the Landlord and /or the Management Company (as appropriate) shall be entitled at its sole discretion to employ such reputable agents, contractors or other persons as the Landlord and/or Management Company may from time to time think fit;

8.6 **Removal of Property after Determination of the Term**

(a) If after the expiry or sooner determination of the Lease any property of the Tenant shall remain in or on the Demised Premises then the Landlord may, as the agent of the Tenant, sell such property and shall pay or account to the Tenant on demand for the proceeds of sale (but not any interest thereon) after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it and any losses or damages suffered by it as a result of the Tenant's failure to remove same prior to the determination of the Term PROVIDED THAT if any monies payable by the Tenant to the Landlord under this Lease shall be unpaid then the Landlord may apply such balance of the sale proceeds after making the foregoing deductions towards the discharge or partial discharge (as the case may be) of such monies.

(b) The Tenant shall and hereby does indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in a bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this Clause.

8.7 **Stoppage of Services**

Neither the Management Company nor the Landlord shall be responsible for any unavoidable delay or stoppage in connection with the provision of the said maintenance and services including the Estate Services, Basement Services and Building Services or for any loss, injury or damage sustained by the Tenant as a result of the temporary failure of the Landlord and/or the Management Company or their agents to provide the same or for any temporary omission to perform the same if such temporary failure, delay, stoppage or omission shall be due to any shortage of labour or materials inclement weather or other cause not within the control of the Landlord and/or the Management Company PROVIDED THAT the Landlord and/or the Management Company have taken reasonable steps to remedy or make good any such failure, delay, stoppage or omission as aforesaid as soon as may be practicable and within shorter time periods in case of emergency.

8.8 **Failure of Services**

If the Management Company and or the Landlord shall fail to provide the maintenance and services as herein provided the Tenant's sole remedy shall be an action to compel the Landlord and/or the Management Company to do so and the Landlord and/or the Management Company shall not be liable to the Tenant in respect of any loss, injury or damage which the Tenant shall sustain as a result of the failure of the Landlord and/or the Management Company to provide such maintenance or services or the failure of any member of the Landlord and/or the Management Company's staff properly to carry out his duties unless the Tenant shall notify the Landlord and/or the Management Company in writing specifying the failure for which the Tenant complains and the Landlord and/or the Management Company shall after the expiration of 10 Working Days from the receipt of the said notice continue to neglect to provide said maintenance or services in respect of which notice has been given by the Tenant.

8.9 **Cesser of Services**

The Landlord and/or the Management Company shall be entitled not to or to cease to provide any maintenance and services set forth in Schedule 5 and/or Schedule 6 if any maintenance and services shall in the opinion of the Landlord and/or the Management Company having regard to the principles of good estate management cease to be for the benefit of the Building and / or the Estate and / or Basement or shall have become due to technological change or otherwise obsolete or redundant **PROVIDED THAT** before taking any such action the Landlord and / or Management Company shall have due regard to any reasonable representations made by the Tenant.

8.10 **No Implied easements**

Nothing herein contained shall impliedly confer upon or grant to the Tenant any easement, right or privilege other than those expressly granted by this Lease.

8.11 **Airspace/ Subsoil**

That the Demised Premises shall not include, by implication or otherwise, any part of the Building Common Areas, or the Estate Common Areas or any airspace thereover or thereunder or the subsoil ground thereunder.

8.12 **Exclusion of warranty as to user**

Nothing contained in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Demised Premises may be used under the Planning Acts or the Building Control Act and the Public Health Acts for the purpose herein authorised or any purpose subsequently authorised and the Tenant hereby acknowledges and admits that the Landlord has not given or made at any time any representation or warranty that any such use is or will be or will remain a permitted use under the Planning Acts.

8.13 **Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation that is expressly set out in this Lease.

8.14 **Covenants relating to Adjoining Property**

Nothing contained in or implied by this Lease shall give to the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of the Adjoining Property.

8.15 **Effect of waiver**

Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily any such covenant, or waived or released temporarily or permanently, revocable or irrevocably a similar covenant or similar covenants affecting other property belonging to the Landlord.

8.16 **Applicable Law**

(a) This Lease shall in all respect be governed by and interpreted in accordance with the laws of Ireland;

(b) For the benefit of the Landlord, the Tenant hereby irrevocably agrees that the Courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Lease and that accordingly any suit, action, or proceedings (together in this Clause referred to as "proceedings") arising out of or in connection with this Lease may be brought in such Courts;

(c) The Tenant hereby irrevocably waives any objection which it may have now or hereafter to the taking of any proceedings in any such Court as is referred to in this Clause and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agree that any judgment in any proceedings brought in the Courts of Ireland shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction;

(d) Nothing contained in this clause shall limit the right of the Landlord to take proceedings against the Tenant in any other Court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not;

(e) The Tenant hereby agrees that the proceedings may be served upon the Tenant by delivery to the registered office of the Tenant or at such other address in Ireland as the Tenant may from time to time notify to the Landlord in writing for this purpose.

8.17 **Notices**

(a) Any demand or notice required to be made, given to, or served on the Tenant under this Lease shall be duly and validly made, given or served if addressed to the Tenant (and, if there shall be more than one of them, then to any one of them) and delivered personally or sent by pre-paid registered or recorded delivery mail (in the case of a company) to its registered office, (or in the case of an individual) to his last known address or to the Demised Premises. For so long as the Tenant is Hubspot Ireland Limited any notice served on the Tenant under clause 6.4.1 shall also be copied by email to the following email address(es) (but any failure or omission to do so shall not prejudice or invalidate the notice served on the Tenant).

(i) jkelleher@hubspot.com

(ii) kpapa@hubspot.com

(b) Any demand or notice required to be made, given to, or served on the Guarantor under this Lease shall be duly and validly made, given or served if addressed to the Guarantor (and, if there shall be more than one of them, then to any one of them) and delivered personally, or sent by pre-paid registered or recorded delivery mail (in the case of a company) to its registered office, (or in the case of an individual) to his last known address or to the Demised Premises. For so long as the Guarantor is HubSpot Inc. any notice served on the Guarantor or the Tenant under clause 6.4.4 shall also be copied by email to the following email address(es) (but any failure or omission to do so shall not prejudice or invalidate the notice served on the Guarantor or the Tenant).

(i) jkelleher@hubspot.com

(ii) kpapa@hubspot.com

(c) Any notice required to be given to or served on the Landlord shall be duly and validly given or served if delivered personally and receipted by an employee of the Landlord or sent by pre-paid registered or recorded delivery mail, addressed to the Landlord at its registered office.

(d) If the receiving party consists of more than one person, than a notice to one of them is a notice to all.

8.18 **Use of the Demised Premises**

For the avoidance of doubt, the Tenant shall be entitled to use the Demised Premises for the Permitted User twenty-four (24) hours per day and three hundred and sixty-five (365) days per year for the duration of the Term and the Tenant shall be permitted access to the Building including the Basement during all such hours .

9. **GUARANTOR COVENANTS**

In consideration of this Lease having been entered into at its request, the Guarantor covenants and agrees with the Landlord, as a primary obligation, in the terms set out in Schedule 5.

10. **SECTION 238 COMPANIES ACT, 2014**

IT IS HEREBY CERTIFIED for the purposes of Section 238 of the Companies Act 2014 that the Landlord and the Tenant are not bodies corporate connected with one another in a manner which would require this transaction to be ratified by resolution of either.

IN WITNESS whereof the parties hereto have executed this Lease in the manner following and on the day and year first herein **WRITTEN.**

SCHEDULE 1

Demised Premises

ALL THAT the internal and non-structural parts of the Basement, ground, first, mezzanine, second, third, fourth and fifth floors of the Building and which said premises are for the purposes of identification only shown delineated on Plan No. 4, 6, 7, 8, 9, 10, 11 and 12 annexed hereto and thereon in lined red, together with any Landlord's fixtures and fittings in or about the same and all other additions, alterations and improvements thereto which may be carried out during the Term and shall include without limitation the following:-

(a) the floor finishes thereof and the cavity between same and the upper surface of the floor slab of the Building;

(b) the ceiling finishes thereof (including the suspended ceilings (if any)) and the cavity between the ceiling finishes and the under-surface of the floor above or the roof of the Building as the case may be (but excluding, for the avoidance of doubt, the roof of the Building);

(c) all Conduits provided by the Landlord within the Demised Premises which exclusively service the Demised Premises;

(d) the internal plaster surfaces and finishes of all structural and load bearing walls and columns therein or which enclose same but not any other part of such walls or columns;

(e) the entirety of all non-structural or non-load bearing walls and columns therein;

(f) the inner half severed medially of the internal non-load bearing walls (if any) that divide same from other parts of the Building;

(g) all services (including mechanical and electrical services plant and equipment) within and exclusively serving the Demised Premises (including the washrooms and toilets included in the Demised Premises);

(h) all Balconies; and

(i) all glazing and Brise Soleil affixed to the external parts of the Demised Premises.

BUT EXCLUDING any structural parts of the Building that are not comprised or included within the items (a) to (h) above.

AND FURTHER EXCLUDING any part of the Retained Areas.

SCHEDULE 2

Rights And Easements Granted

1. The full and free right of support protection and shelter for such parts of the Demised Premises as require the same from any other part of the Building or the Estate or any extension thereof capable of providing such support and protection.

2. The right subject to the provisions of this Lease to the free and uninterrupted passage of the Utilities (in common with the Landlord and lessees of other parts of the Building or the Estate and all other persons entitled thereto) through and from the Conduits laid or to be laid on or over, under or through any other parts of the Building or the Estate or any extension thereof or other contiguous or adjacent lands and premises of the Landlord.

3. The right (in common with the Landlord and tenants of other parts of the Building or the Estate and all other persons similarly entitled or authorised) to enter on such parts of the Building or the Estate (upon giving due notice to any parties affected) for the purpose of repairing or cleansing the Demised Premises or any Conduits or Utilities used in connection with the Demised Premises. The right exercisable pursuant to this clause 3 shall be subject to prior notice being served on the Landlord in writing and to a written method statement being agreed by the Landlord and the Tenant in advance.

4. The right at all times to go pass and repass with or without vehicles over the roads and on foot only over the pedestrian ways within the Estate Common Areas as designated from time to time by the Landlord (or the Management Company) for the Tenant's access to and egress from the Demised Premises to and from the public highway.

5. The right at all times to use the Building Common Areas for all purposes in connection with the Tenant's access to and egress from the Demised Premises and for all proper purposes in connection with the use and enjoyment of the Demised Premises including for clarity over the Car Park Ramp and relevant portion of the Basement.

6. The right at all times to go pass and repass over the Estate Common Areas and the Building Common Areas as designated by the Landlord (or the Management Company) from time to time for the purpose of enjoying the amenities therein provided for the benefit of occupiers generally in the Office Area, the Building or the Estate.

7. The exclusive right for the Tenant (including, for the avoidance of any doubt, its permitted successors, licensees, employees, agents and other authorised persons) to use the Tenant Car Park Spaces for parking cars, vans, bikes and similar vehicles for no other purpose (subject to any existing or future regulations made by the Landlord), together with all necessary rights of access thereto and egress therefrom including over the Car Park Ramp over such route within the Basement as the Landlord may, from time to time, determine.

8. The right to use or pass along the fire escape passages or routes or stairs in any part of the Building, the Estate and / or Basement in case of emergency.

9. The right for the Tenant (including, for the avoidance of any doubt, its permitted successors, licensees, employees, agents and other authorised persons) to access the roof of the Building for the purposes of maintaining, replacing, relocating or removing any satellite dishes, mobile telecommunications antenna, supplemental heating, ventilation and air-conditioning plant and equipment and any other plant and equipment located on the roof and permitted by the Landlord from time to time. For the avoidance of doubt, the Tenant shall not be permitted to install such equipment on the roof of the Building without the prior written consent of the Landlord (not to be unreasonably withheld or delayed).

SCHEDULE 3

Exceptions and Reservations

The following rights and easements are excepted and reserved out of the Demised Premises to the Landlord, the Management Company and the other tenants and occupiers of the Building and or the Adjoining Property and all other persons authorised by the Landlord or having the like rights and easements:-

1. The free and uninterrupted passage and running of the Utilities through the Conduits which are now, or may at any time during the Term be in, on, under, or passing through or over the Demised Premises;

2. Subject to the compliance with the provisions of Clause 8.3 of this Lease, the right, at all reasonable times upon reasonable prior notice of at least 48 hours, except in cases of emergency, to enter the Demised Premises in order to:-

   (a) inspect, cleanse, maintain, repair, connect, remove, lay, renew, relay, replace with others, alter or execute any works whatever to or in connection with the Conduits and any other services;

   (b) execute repairs, decorations, alterations and any other works and to make installations to the Adjoining Property or to do anything whatsoever which the Landlord may or must do under this Lease;

   (c) see that no unauthorised erections additions or alterations have been made and that authorised erections additions and alterations are being carried out in accordance with any consent given herein and any permission or approval granted by the relevant local authority

   PROVIDED THAT the Landlord or the person exercising the foregoing rights shall cause as little inconvenience as practicable to the Demised Premises and shall make good, without unreasonable delay, any damage thereby caused to the Demised Premises;

3. The right to erect scaffolding for the purpose of repairing, refurbishing or cleaning the Building or any building now or hereafter erected on the Adjoining Property or in connection with the exercise of any of the rights mentioned in this Schedule PROVIDED THAT such scaffolding does not materially interfere with the proper access to or the enjoyment and use of the Demised Premises;

4. The right to erect and maintain signs on the Demised Premises and any premises abutting the same advertising the Building or the sale or letting of any premises or for the purpose of a planning or other statutory application in respect of the Demised Premises.

5. The rights of light, air, support, protection and shelter and all other easements and rights now or hereafter belonging to or enjoyed by the Adjoining Property;

6. Full right and liberty at any time hereafter to raise the height of, or make any alterations or additions or execute any other works to any buildings on the Adjoining Property or to the Building or to the Basement (other than the Demised Premises), or to erect any new buildings of any height on the Adjoining Property and/or to extend the Basement to incorporate the basement level of any part of the Estate and/or to extend the Building in such a manner as the Landlord or the person exercising the right shall think fit PROVIDED THAT the same does not materially obstruct, affect or interfere with the amenity of or access to the Demised Premises or the passage of light and air to the Demised Premises or the enjoyment and use of the Demised Premises and **PROVIDED ALWAYS** that the Landlord expressly covenants that, notwithstanding any provisions contained in this Lease, the Landlord shall not, without the prior agreement of the Tenant, raise the height of the Building or by any other means add any floors above the fifth floor of the Building.

7. The right to build on or into any boundary or party wall of the Building and, after giving not less than seven (7) days prior written notice, to enter the Building to place and lay in, under or upon the same such footings for any intended party wall or party structure with the foundations therefor as the Landlord shall reasonably think necessary and for such purpose to excavate the Building along the line of the junction between the Building and the Adjoining Property and also to keep and maintain the said footings and foundations **AND** on completion of the said works the Landlord or the person exercising this right shall make good, without delay, any damage thereby caused to the Building or the Demised Premises **PROVIDED ALWAYS** that the Landlord expressly covenants that it shall not, without the prior agreement of the Tenant, raise the height of the Building or by any means add any floors above the fifth floor of the Building;

8. All mines and minerals in or under the Building and the airspace above the Building.

9. The right of support and protection by the Demised Premises for such other parts of the Building or any extensions or alterations thereof or any adjoining premises as require such support and protection.

10. The right from time to time (acting reasonably and in accordance with the principles of good estate management) to make written rules and regulations and to make written additions amendments or revisions thereof for the orderly convenient and proper operation management and maintenance of the Office Area, the Building and or the Estate or any part thereof and in particular the Office Common Areas, the Building Common Areas and the Estate Common Areas (but excluding matters relating exclusively to the operation and management of the Demised Premises) including rules and regulations to be observed and performed in relation to standards, including standards of design and technical specification, relating to maintenance alterations additions and improvements all of which rules and regulations shall be deemed to be and shall form part of this Lease PROVIDED ALWAYS that if there is a conflict between any such rules and regulations and the terms of this Lease the terms of this Lease shall prevail.

11. The right on reasonable prior notice to the Tenant (save in case of emergency where no such notice shall be required) to designate vary, alter, change the use of, close or control access to the whole or any part of the Building Common Areas, the Basement and the Estate Common Areas provided that the Landlord and/or the Management Company shall where appropriate provide reasonable alternative access and egress to the Demised Premises and PROVIDED THAT the Tenant's use and enjoyment of the Demised Premises is not materially affected.

12. The right on reasonable prior notice to the Tenant (save in case of emergency where no such notice shall be required) to close temporarily at any time any part or parts of the Building Common Areas, the Basement and/or the Estate Common Areas for the purpose of repairing renewing renovating replacing cleaning and maintaining the same PROVIDED THAT the Tenant's proper access and egress and use and enjoyment of the Demised Premises is not materially affected.

13. The right on reasonable prior notice to the Tenant and under supervision of the Tenant's personnel who will make themselves readily available (save in case of emergency where no such notice shall be required) to gain access to the risers in the Building passing through the Demised Premises.

14. The right for the Management Company, from time to time (acting reasonably and in accordance with the principles of good estate management) to make reasonable and proper rules and regulations notified in writing to the Tenant where matters relate to use and enjoyment of the Building (but excluding matters relating exclusively to the operation and management of the Demised Premises) PROVIDED ALWAYS that if there is a conflict between any such rules and regulations and the terms of this Lease the terms of this Lease shall prevail:

    (a) For the control regulation and limitation of traffic vehicular and otherwise into from and within the Estate and in particular regulations for the delivery and storage of stocks and goods and the control and use of any common store or stores.

    (b) For the storage and removal of disposal or waste.

(c) In relation to the erecting and maintaining of signs notices and regulations as may be appropriate in any part or parts of the Estate.

(d) As to the means of bringing the Utilities into or through the Demised Premises.

(e) For the security of the Estate as a whole or in respect of any part or parts.

(f) For emergency action and procedure.

(g) For fire precautions.

(h) The Airspace over the Building.

15. The right for the Landlord and / or the Management Company to vary, abandon, or alter the plan and the scheme of development for the Estate (excluding the Demises Premises) and to deal with the Estate or any part thereof without regard to such plan or scheme of development provided that any such variation will not materially affect the Tenant's use of and access to the Demised Premises.

SCHEDULE 4

Rent Reviews

1. **Definitions**

In this Schedule, the following expressions shall have the following meanings:-

(a) " **Review Date** " means the Rent Review Dates specified in the Definitions and " **Relevant Review Date** " shall be construed accordingly;

(b) " **Open Market Rent** " means the full open market rent without any deductions whatsoever at which the Demised Premises might reasonably be expected to be let in the open market with vacant possession at the Relevant Review Date by a willing landlord to a willing tenant and without fine or premium or any other consideration for the grant thereof for a term equal the residue then unexpired of the Term granted by the within Lease and on the same terms and conditions and subject to the same covenants and provisions contained in this Lease (other than the amount of the rent payable hereunder but including these provisions for the review of rent) and having regard to other open market rental values current at the Review Date in so far as the Surveyor (as defined in Clause (e) of this Schedule) may deem same to be pertinent to the matters under consideration by him and making the Assumptions but disregarding the Disregarded Matters;

(c) " **Assumptions** " mean the following assumptions (if not facts) at the Relevant Review Date:-

(i) that the Demised Premises are ready and available for immediate occupation, use and fit out by the Tenant for the Permitted User and may be lawfully used by any person for any of the purposes permitted by this Lease;

(ii) that no work has been carried out to the Demised Premises by the Tenant, any under tenant or their respective predecessors in title during the Term, which has diminished the rental value of the Demised Premises;

(iii) that if the Demised Premises or any part or parts thereof have been destroyed or damaged, they have been fully rebuilt and reinstated;

(iv) that the Demised Premises are in a good state of repair and decorative condition;

(v) that the Demised Premises have been delivered to the Tenant to the specification set out in Schedule 11 of this Lease, and is comprised within a Building which is to the specification set out in Schedule 11 of this Lease;

(vi) that all the covenants on the part of the Tenant contained in this Lease have been fully performed and observed;

(vii) that the Tenant has enjoyed the benefit of any market-standard rent free period or rent concession at the commencement of this Lease;

(viii) that the Floor Area of the Demised Premises is square feet comprising square feet of office space and comprising square feet in respect of the Basement Storage Area; and

(ix) that the Demised Premises includes the use of thirty one (31) car parking spaces and includes the benefit of the Balconies, the Entrance Courtyard, the Exclusive Basement Service Areas, the Bicycle Spaces and the Shower Facilities.

(d) " **Disregarded Matters** " mean:

(i) any effect on rent of the fact that the Tenant, any permitted under tenant or their respective predecessors in title have been in occupation of the Demised Premises or any part thereof;

(ii) any rent free period or rent concession received by the Tenant at the commencement of the Lease or that may be received by a tenant in the market.

(iii) any goodwill attaching to the Demised Premises by reason of the business then carried on at the Demised Premises by the Tenant or any permitted under tenant;

(iv) any increase in rental value of the Demised Premises attributable to the existence at the Review Date, of any works (otherwise than in pursuance of an obligation under this Lease or any agreement therefor) executed by and at the expense of the Tenant (or any party lawfully occupying the Demised Premises under the Tenant) with the consent of the Landlord (where required under this Lease) in on or to the Demised Premises or any part thereof however, for the sake of clarity such Disregarded Matters shall not affect the specification for the Demised Premises and the Building as at the commencement of the Term of this Lease, as set out in Schedule 10; and

(e) " **Surveyor** " means an independent chartered surveyor with at least 10 years post-qualification experience in the valuation and leasing of property similar to the Demised Premises and is acquainted with the market in the area in which the Demised Premises are located, appointed from time to time to determine the Open Market Rent pursuant to the provisions of this Schedule;

(f) " **President** " means the President for the time being of the Society of Chartered Surveyors Ireland and includes the Vice-President or any person authorised by the President to make appointments on his behalf;

(g) " **Rent Restrictions** " means the restrictions imposed by any statute for the control of rent in force on a Review Date or on the date on which any increased rent is ascertained in accordance with this Schedule and which operate to impose any limitation, whether in time or amount, on the collection of an increase in the rent first reserved by this Lease or any part thereof.

2. **Rent Review**

The rent first reserved by this Lease shall be reviewed at each Review Date in accordance with the provisions of this Schedule and, from and including each Review Date, the rent shall be the Open Market Rent on the Relevant Review Date, as agreed or determined pursuant to the provisions of this Schedule.

3. **Agreement or determination of the reviewed rent**

The Open Market Rent at any Review Date may be agreed in writing at any time between the Landlord and the Tenant but if, for any reason, they have not so agreed, either party may (not earlier than six months prior to and at any time after the Relevant Review Date) by notice in writing to the other require the Open Market Rent to be determined by the Surveyor.

4. **Appointment of Surveyor**

In default of agreement between the Landlord and the Tenant on the appointment of the Surveyor, the Surveyor shall be appointed by the President on the written application of either party such appointment to be made by the President within 14 days of receipt of such notification.

5. **Functions of the Surveyor**

The Surveyor shall:-

(a) act as an arbitrator in accordance with the Arbitration Act 2010;

(b) within sixty (60) days of his appointment, or within such extended period as the Landlord and the Tenant shall jointly agree in writing, give to each of them written notice of the amount of the Open Market Rent as determined by him.

6. **Fees of Surveyor**

The fees and expenses of the Surveyor including the costs of his nomination, shall be in the award of the Surveyor (but this shall not preclude the Surveyor from notifying both parties of his total fees and expenses notwithstanding the non-publication at that time of his award) and, failing such award, the same shall be payable by the Landlord and the Tenant in equal shares who shall each bear their own costs, fees and expenses. Without prejudice to the foregoing, both the Landlord and the Tenant shall each be entitled to pay the entire fees and expenses, due to the Surveyor and thereafter recover as a simple contract debt the amount (if any) due from the party who failed or refused to pay same.

7. **Appointment of new Surveyor**

If the Surveyor fails to give notice of his determination within the time aforesaid, or if he dies, or is unwilling to act, or becomes incapable of acting, or if, for any other reason, he is unable to act, either party may request the President to discharge the Surveyor and appoint another surveyor in his place to act in the same capacity, which procedure may be repeated as many times as necessary.

8. **Interim payments pending determination**

In the event that by the Relevant Review Date the amount of the reviewed rent has not been agreed or determined as aforesaid (the date of agreement or determination being herein called "the Determination Date") then, in respect of the period (herein called "the Interim Period") beginning with the Relevant Review Date and ending on the day before the Quarterly Gale Day following the Determination Date, the Tenant shall pay to the Landlord rent at the yearly rate payable immediately before the Relevant Review Date, and on the Determination Date, the Tenant shall pay to the Landlord, on demand as arrears of rent, the amount (if any) by which the reviewed rent exceeds the rent actually paid during the Interim Period (apportioned on a daily basis) together with interest thereon at the Base Rate from the Relevant Review Date to the date of actual payment. In the case of a rent reduction the Tenant shall be afforded a credit for any rent over paid (together with interest thereon at the Base Rate from the date of receipt of any such overpayment of rent to the Quarterly Gale Day following the Determination Date) against future rent payable under the Lease.

9. **Rent Restrictions**

On each and every occasion during the Term that Rent Restrictions shall be in force, then and in each and every case:

(i) the operation of the provisions herein for review of the rent shall be postponed to take effect on the first date or dates thereafter upon which such operation may occur, and

(ii) the collection of any increase or increases in the rent shall be postponed to take effect on the first date or dates thereafter that such increase or increases may be collected and/or retained in whole or in part and on as many occasions as shall be required to ensure the collection of the whole increase

AND until the Rent Restrictions shall be relaxed either partially or wholly the rent reserved by this Lease (which if previously reviewed shall be the rent payable under this Lease immediately prior to the imposition of the Rent Restrictions) shall (subject always to any provision to the contrary appearing in the Rent Restrictions) be the maximum Rent from time to time payable hereunder.

10. **Memoranda of reviewed rent**

As soon as the amount of any reviewed rent has been agreed or determined, memoranda thereof shall be prepared by the Landlord or its solicitors and thereupon shall be signed by or on behalf of the Tenant and the Landlord, and the Tenant shall be responsible for and shall pay to the Landlord the stamp duty (if any) payable on such memoranda and any counterparts thereof but the parties shall each bear their own costs in respect thereof.

11. **Time not of the essence**

For the purpose of this Schedule, time shall not be of the essence.

SCHEDULE 5

Part I -Maintenance and Estate Services to be provided by the Management Company

Subject to the provisions of Part II of this Schedule 5, the services to be provided by the Management Company are:

1. As often as may be reasonably required in accordance with the principles of good estate management the Management Company may cleanse, repair, renew, maintain and decorate, and redecorate, resurface, and where applicable modernise and replace, the whole of the Estate Common Areas and all structures thereon, the Conduits and Utilities therein and the accommodation necessary to house equipment and personnel used for the maintenance, operation and functioning of the Estate and the Management Company may have regard to improvements that will improve and modernise the Estate for the benefit of the occupants thereof, and may carry out such works even though items are not strictly beyond economic repair; excluding plant, machinery, apparatus, equipment, Conduits and Utilities exclusively serving the Building or any other Block in the Estate.

2. As often as shall be reasonably necessary the Management Company shall maintain, cleanse, repair and renew all electrical, mechanical and other plant, equipment, chattels, hard and soft landscaping features and fittings of ornament and shrubs and cultivations of every nature and all Utilities in use for the common benefit of the occupiers of the Estate within or serving the Estate and any fencing, gates, barriers or boundary walls in or surrounding the Estate Common Areas and the Estate (save for those which are the direct responsibility of the tenants or licensees of the Landlord under the terms of their lease or licence agreements). Without prejudice to the generality of the foregoing the Management Company shall provide for the costs of maintaining, repairing, amending and where necessary renewing and providing water from any source for any irrigation system to any landscaped parts within the Estate and the cost of maintaining, repairing, operating, inspecting, servicing and overhauling any temporary foul sewer station located within the Estate or the Adjoining Property (save for those which are the direct responsibility of the tenants or licensees of the Landlord under the terms of their lease or licence agreements).

3. The Management Company may acting reasonably but at its sole option from time to time provide such agent or agents or management personnel for the management of the Estate as it deems necessary in accordance with the principles of good estate management and in such event shall pay such agents' reasonable and market standard fees and value added tax thereon.

4. The Management Company may provide for the control of pedestrian, vehicular and any other traffic on, and the policing of the Estate Common Areas, if deemed necessary by the Management Company and may provide directional and other signs in the Estate.

5. The Management Company shall provide for the cost of rates (if any), service charges or such like charged on the Estate Common Areas and any special costs which may be charged by the local authority or district authority or any such body on the Estate as a whole, together with water rates insofar as the same shall not be separately assessed by the local authority.

6. The Management Company may provide for the provision and maintenance of floral displays and seasonal decorations to some / all of the Estate Common Areas and the cost of events that may be held from time to time on the Estate to promote, animate and improve the general environment of the Estate for the benefit of all occupants and users of the Estate.

7. The Management Company may provide the maintenance, repairing, cleansing, amending and where necessary renewing and repairing or increasing lighting or other systems for open spaces within the Estate including those for roads, footpaths and landscaped parts.

8. The Management Company may provide for the reasonable and proper costs of maintaining, repairing and paying all outgoings (including rent) for renewing, operating and equipping any estate management office, control room or security hut or such other storage and other parts and buildings used exclusively for the management or required for the general benefit of the Estate including the provision and replacement of all materials, equipment (including telephones and internet), tools, plant and machinery as the Management Company may consider appropriate.

9. The Management Company shall, from time to time provide and discharge the reasonable and proper costs of wages, and other reasonable costs for such other staff engaged by the Management Company for purposes connected with the Estate including persons engaged in the provision of the Services pursuant to the provisions of this Schedule.

10. The Management Company may provide for the cost of insurance of all plant, buildings, structures and equipment in the Estate Common Areas and including general service and inspection contract policies in respect thereof and also the insurance of the Estate Common Areas in respect of public liability/third party liability and Management Company's liability and any other risks (including employers liability and all risks insurance) which the Management Company deems prudent to insure against and the cost of insuring the Estate Common Areas against the Insured Risks in the full reinstatement cost thereof (to be determined from time to time by the Management Company (acting reasonably)) including:

    (a) architects, surveyors, consultants and other professional fees (including Value Added Tax thereon) to the extent it is irrecoverable;

    (b) the costs of shoring up, demolishing, site clearing and similar expenses;

    (c) all stamp duty and other taxes or duties eligible on any building or like contract as may be entered into and all other incidental expenses relative to the reconstruction, reinstatement or repair of the Estate;

    (d) such provision for inflation as the Management Company in its discretion, but acting in accordance with the principles of good estate management, shall deem appropriate;

    (e) the loss of service charge sums referred to in paragraph 3.3 of the reddendum, from time to time payable, following loss or damage to the Estate by the Insured Risks, for three (3) years or such longer period as the Management Company may, from time to time, reasonably deem to be necessary, having regard to the likely period required for obtaining planning permission and fire safety certificates (if applicable) and any other consents and approvals for reinstating the Estate and having notified the Tenant of any proposed extension to such period;

    (f) property owners, public, employer's and other liability of the Management Company arising out of or in relation to the Estate; and

    (g) such other insurances as the Management Company may, in its reasonable discretion from time to time, deem necessary to effect.

11. The Management Company may provide for the maintenance of all equipment required to service the Estate Common Areas.

12. The Management Company may provide any other services which are required by any public or local authority having power to require same.

13. The Management Company may provide for the cost of taking all steps deemed necessary or expedient by the Management Company in accordance with the principles of good estate management for complying with any legislation or order or statutory requirements thereunder concerning town planning, public health, highways, streets, drainage or other matters relating or alleged to relate to the Estate Common Areas for which the Tenant, and any other occupational tenant or Block Owner or any other owner or occupier of a Block or Residential Unit is not directly liable and any other steps reasonably necessary to safeguard health and safety of any persons using the Estate Common Areas including but not limited to the control of pests and vermin and consultancy fees and other costs associated with the provision and review of health and safety management systems.

14. The Management Company shall from time to time provide for all reasonable and proper professional fees for the management of the Estate including but not limited to accountants, surveyors and consultants fees and value added tax payable thereon.

15. The Management Company may from time to time provide for payment of costs, expenses and fees involved or resulting from the obtaining of professional advice whether from lawyers, barristers, surveyors or other experts in respect of making representations and taking legal action to enforce the rules and regulations and covenants in relation to the Estate, taking necessary legal action or in respect of planning applications, notices or other orders that might be received affecting the Estate or in respect of attempts to deny or obstruct any rights, easements, quasi easements or other privileges enjoyed or claimed to be enjoyed in respect of the Estate provided always that the proceeds of any proceedings shall be credited as against the Estate Service Charge.

16. The Management Company may provide for the reasonable and proper cost of purchasing, operating, repairing, maintaining and renewing and hiring the machinery and all electrical, mechanical and other plant, machinery, apparatus and equipment, chattels, features and fittings of ornament or Utility in use for the common benefit of the Estate and any reasonable or specialist service which in it deems necessary in accordance with the principles of good estate management and for the benefit of the occupiers of the Estate and including the cost of provision for renewal and replacement whenever necessary.

17. The Management Company may provide for the reasonable and proper cost of a periodic refuse collection, removal and disposal undertaken in relation to the Estate Common Areas and the reasonable cost of any plant or equipment for the treatment or packaging of same. In addition, the Management Company shall provide for the reasonable cost of keeping all roads within the Estate clear of parked vehicles and where necessary towing away such vehicles to such place as it may consider appropriate.

18. The Management Company may provide for the cost of periodic valuations and surveys of the Estate Common Areas for insurance purposes not more than once in every calendar year.

19. Any amount which may be deducted or disallowed by the Management Company's insurers pursuant to any excess provisions (which the Management Company shall ensure are competitive) in the insurance policies upon settlement of any claim by the Management Company.

20. The Management Company may provide for the reasonable and proper cost for the general security (including the maintenance, repair and renewal of any security system) of the Estate Common Areas.

21. Without prejudice to the generality of the foregoing, the Management Company may provide manned or unmanned 24 hour security of the Estate Common Areas and may also provide fire prevention and detection systems, burglar alarms, security systems and any other monitoring systems or any part thereof to such parts of the Estate Common Areas as the Management Company considers appropriate in the interest of maintaining security on the Estate.

22. The Management Company may at its sole option provide for a continuing sinking fund to be applied in and towards matters of a capital nature (subject to the provisions of Part II of this Schedule).

23. The Management Company shall from time to time provide and maintain such reasonable flood defences and take such reasonable flood protection measures in respect of the Estate Common Areas that the Management Company consider necessary in accordance with the principles of good estate management.

24. Operating, maintaining, testing, repairing, renewing and replacing the boilers, plant, machinery, generators and other equipment that are part of the common system or apparatus of the Estate together with all the cabling, pipe work, duct work and other installations appertaining thereto (not exclusively serving any Block or the Basement).

25. The Management Company may provide for the reasonable and proper cost of providing such further services and in carrying out such other works as are in the reasonable opinion of the Management Company acting in the interests of good estate management necessary for the comfort and convenience of the Tenant or any Block Owner.

26. Strictly provided that the Estate Service Charge shall not include :

(a) Any capital costs relating to the construction or the initial equipping and fitting or the infrastructure serving the Estate and/or the Basement or any part or parts thereof or any extension thereof and any capital cost relating to the construction and provision of any office used for the management of the Estate;

(b) Any cost relating to the collection and/or review of rents and letting of any other parts of the Estate and any costs or expenses relating to the enforcement of covenants against other owners of Blocks, Residential Units or tenants of the Estate or sums properly owing by such parties;

(c) Any costs arising out of the wilful default, wilful misconduct or wilful omission of the Management Company its servants or agents;

(d) Any costs relating to the major refurbishment of Blocks and/or Residential Units in the Estate or any part thereof;

(e) Any costs relating to the initial landscaping of any part of the Estate;

(f) Any costs and expenses relating to the making good of any damage covered by any of the Insured Risks (save for any excess under the relevant insurance policy) to the extent of monies actually received on foot of the relevant policy excluding any excess;

(g) The costs of valuation for insurance purposes of any part of the Estate more often than once in every year;

(h) Any costs relating to items of plant, machinery and equipment (which for the avoidance of doubt includes lifts and air conditioning systems) which are not for the general benefit of the owners and occupiers of Blocks, Residential Units and/or Retail Units within the Estate and are for the exclusive use of certain tenants and/or owners of Blocks, Residential Units and/or Retail Units within the Estate; and

(i) Any costs or expenses incurred or relating to periods prior to the Term Commencement Date.

(j) In no event shall the Estate Service Charge payable by the Tenant be increased or altered by reason that at any relevant time any part of the Estate may be vacant or be occupied by the Landlord in its capacity as Landlord or that any tenant or other occupier of another part of the Estate may default in payment of its due proportion of the Estate Service Charge.

Part II

Tenant's Liability to Contribute to the Estate Service Charge

1. **Contribution to the Estate Service Charge from other users**

The Management Company shall prepare the Estate Service Charge budget on an annual basis and the Management Company may from time to time at its discretion but acting reasonably and in the interests of good estate management, alter the percentages or fractions attributable to different parts of the Estate, where it deems this to be appropriate.

2. **Payment Dates**

The Tenant's Proportion of the Estate Service Charge for each Service Charge Period shall be discharged by means of equal quarterly payments in advance to be made on each of the Instalment Days in each year or on such date on which a demand therefor is made (whichever shall be the later date) and by such additional payments as may be required under Clauses 3 and 7 of this Part II of Schedule 5.

3. **Service Charge Period**

For the purposes of this Part II of Schedule 5, "Service Charge Period" means the period of twelve months from 1 st January to 31 st December in each year (or such other period not exceeding 12 months as the Management Company may from time to time determine).

4. **Advance Payments**

Subject as hereinafter set out, the amount of each advance payment of the Estate Service Charge shall be one quarter of the Tenant's Proportion of such amount as the Management Company may reasonably estimate to be the Estate Service Charge for the relevant Service Charge Period and which is notified to the Tenant at least thirty (30) days or before the time when the demand for an advance payment is made.

5. **Daily Rate of Calculation**

The Estate Service Charge shall be deemed to accrue on a day-to-day basis in order to ascertain yearly rates and for the purposes of apportionment in relation to periods other than a Service Charge Period. In the event that this Deed shall commence on a day which is not one of the Instalment Days, then the Estate Service Charge shall be the apportioned amount of the Tenant's Proportion of the Estate Service Charge due up to the next Instalment Day and thereafter the provisions of Clause 4 of this Part II of Schedule 5 shall apply.

6. **Financial Statement**

The Management Company as soon as practicable (but in any event within six (6) months) after the end of each Service Charge Period shall submit to the Tenant the Management Company's financial statements relevant to the Estate Service Charge duly audited and certified by the Accountant. Such financial statements shall be prepared on an accruals basis and shall *inter alia* disclose:-

6.1 the total expenditure for the Service Charge Period ended itemised under the various headings of expense;

6.2 the Tenant's Proportion of the Estate Service Charge and details of the calculation thereof; and

6.3 details of the balancing payment or credit as the case may be.

7. **Balancing Adjustment**

If the Tenant's Proportion (expressed as a cash amount) of the Estate Service Charge as certified by the Accountant (the "Certificate") shall be more or less than the total of the advance payments referred to in Clause 4 of this Part II of the Schedule 5 above then any sum due to or allowable by the Management Company in respect of the Tenant's Proportion of the Estate Service Charge for the relevant Service Charge Period shall forthwith be paid (within thirty (30) days of written demand) or allowed as the case may be. The Certificate (or a copy thereof duly certified by the person by whom same is given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify and shall be final and binding on the parties hereto insofar as same relates to matters of fact save in the case of manifest error.

8. **Inspection by the Tenant**

If so requested by the Tenant by not less than fourteen (14) days prior written notice, the Management Company shall make available for inspection by the Tenant or its duly authorised agent at a reasonably accessible location for a period of one (1) month following the delivery to the Tenant of the Certificate the books and other documents or records which are in the reasonable opinion of the Management Company relevant for the purpose of ascertaining or verifying the level of the Estate Service Charge and the Tenant or its duly authorised agent shall be entitled to take copies (at the expense of the Tenant) of the relevant documents.

9. **Exceptional Costs**

In the event that the Management Company at any time during any Service Charge Period incur heavy exceptional expenditure (providing same is vouched) which forms part of the Estate Service Charge the Management Company shall be entitled to recover from the Tenant the Tenant's proportion of such costs from the Estate Sinking Fund in accordance with the provisions of Clause 12 of this Part II of Schedule 5 of this Lease.

10. **Claims by Third Parties in Respect of Loss or Damage in or about the Estate Common Areas**

10.1 The Management Company shall be entitled to include in the Estate Service Charge any reasonable payments properly made to third parties on sound legal advice in settlement of any claims by such third parties in respect of any loss or damage sustained by the same in or about the Estate Common Areas (other than where caused by the negligence of the Management Company or its agents) to the extent that such claims are not recovered under any policy of insurance effected by the Management Company solely on either of the following grounds:

(a) by reason of the fact that the amount claimed by any third party falls within the excess amount stipulated on the relevant insurance policy; or

(b) by reason of the fact that the cost in terms of any consequential increase for the future in the premium payable on foot of the relevant policy that will cover any such payments from the relevant policy would in the sole opinion (acting reasonably and upon professional advise) of the Management Company exceed the amount necessary to settle such claims.

10.2 Notwithstanding any provision to the contrary contained in this Deed, the Estate Service Charge shall include the cost of Estate Services in respect of any matter which is either wholly or partly covered by insurance effected by the Management Company in respect of the Estate **PROVIDED ALWAYS** that if and when the proceeds of any such insurance are received by the Management Company as the case may be the relevant proportion thereof shall be deducted from the Tenant's Proportion of the Estate Service Charge payable by the Tenant on the Instalment Day next following.

11. **Restrictions on Objections to Estate Service Charge**

The Tenant shall not be entitled to object to the Estate Service Charge or otherwise on any of the following grounds:-

11.1 the inclusion in subsequent Service Charge Periods of any item of expenditure or liability omitted from the Estate Service Charge in any preceding Service Charge Period though the item itself may be disputed;

11.2 any item of the Estate Service Charge included at a proper cost having regard to the then market costs which might have been provided or performed at a lower cost;

11.3 disagreement with an estimate of future expenditure for which the Management Company may require to make provision so long as the Management Company has acted reasonably and in good faith and in accordance with the principles of good estate management and there being no manifest error;

11.4 the manner in which the Management Company exercises its discretion in providing the Estate Services so long as they are provided in good faith, acting reasonably and in accordance with the principles of good estate management; or

11.5 the employment of managing agents at reasonable market rates to carry out and provide on the Management Company's behalf the Estate Services.

12. **Sinking Fund and Reserve**

In the event that a sinking fund is established pursuant to Clause 22 of Part I of this Schedule 5 the Management Company shall be entitled to include in the Estate Service Charge for any Service Charge Period an amount which the Management Company determines is appropriate in accordance with the principles of good estate management to build up and maintain such sinking fund for the upkeep and maintenance costs and all other potential capital outlay associated with the Estate Common Areas **PROVIDED THAT** should such sinking fund be provided or established by the Management Company then -

(a) all funds paid or contributed to or towards such fund shall be kept entirely separate from the Management Company's own funds;

(b) the Management Company shall open a separate deposit account with one of the Associated Banks in the Republic of Ireland and all payments or contributions paid to it for the purpose of such fund shall be lodged to the credit of such deposit account;

(c) such deposit account shall be designated or entitled " 1-6 SJRQ ESTATE TRUST A/C" or the like;

(d) all net interest accruing on the balance for the time being standing to the credit of such deposit account shall be added to and form part of the sinking or reserve fund;

(e) the said account shall not be drawn upon by the Management Company save for the express purposes for which the sinking or reserve fund has been established;

(f) as part of each annual service charge budget the Management Company shall where available provide full details of any planned sinking fund expenditure anticipated for the following year;

(g) the Management Company shall confirm the balance of the funds in the said account upon request by the Tenant but not more than once in any 12 month period during the Term;

(h) In the event of the transfer by the Management Company of its interest in the Estate the Management Company shall ensure that the balance (inclusive of net interest) standing to the credit of the account is transferred to or otherwise taken over by the transferee on the same terms and conditions as herein contained.

13. In providing the Estate Services the Management Company:

13.1 shall be entitled in accordance with the principles of good estate management to employ, at competitive market rates, agents, professionals managers and contractors (including independent contractors) or such other persons as the Management Company may from time to time think fit or at competitive market rates buy, hire, rent or acquire on hire purchase or by way of lease any equipment or machinery required in connection therewith;

13.2 shall not be liable for any loss or damage, inconvenience or injury to any person or property arising from any failure or delay in carrying out or providing any of the Estate Services whether express or implied where such failure or delay would not have occurred but for the Insured Risks, the occurrence of war, civil commotion, strike, lockout, labour dispute, shortage of labour and materials, inclement weather, mechanical breakdown, failure, malfunction, repair or replacement of plant, machinery and equipment or any other cause beyond the control of the Management Company **PROVIDED THAT** the Management Company has used all reasonable endeavours to cause the Estate Service in question to be reinstated with the minimum of delay following written notification to the Management Company of failure of a service.

13.3 shall be entitled to provide any new or additional services if any such services shall in the reasonable opinion of the Management Company be for the benefit of the Estate and its users from time to time any such additional services shall be deemed to be included in the list of the Estate Services set out in this Schedule 5 as soon as the same are first provided.

13.4 if the payments in advance, as received pursuant to clause 4 of this Part II of Schedule 5 prove insufficient to meet an immediate liability, the Management Company shall be entitled to borrow monies for the purpose at commercially competitive rates of interest, and the interest payable on the borrowing shall be recoverable as an item of the Estate Service Charge.

13.5 for the purpose of giving effect to the provisions of this Schedule 5 the Management Company shall have the right from time to time to make written rules and regulations and to make additions and amendments to them or revisions of them on prior consultation and agreement with the Tenant (insofar as they relate to the Building) for the orderly convenient and proper operation, management and maintenance of the Estate or any part of the Estate, all of which rules and regulations shall be binding on Tenant PROVIDED HOWEVER that where there is a conflict between any such rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail.

13.6 shall use its reasonable endeavours to ensure that the fees from time to time of any managing agent or other professionals engaged by the Management Company shall be reasonable and competitive.

13.7 shall ensure that the Estate Service Charge payable by the Tenant is not increased or altered by reason that at any relevant time any Lettable Areas may be vacant or be occupied by the Landlord or the Management Company or that any tenant or other occupier of another part of the Estate defaults in payment of its due proportion of the Estate Service Charge.

PROVIDED ALWAYS THAT in providing the Estate Services listed in this Schedule, the Management Company shall act reasonably, in good faith, in accordance with the principles of good estate management and in a financially prudent manner **AND** where appropriate, the Management Company shall have due regard to the reasonable representations of the Tenant in the operation of the Estate Services.

PROVIDED FURTHER THAT notwithstanding anything contained in this Schedule, the Tenant hereby acknowledges that the Management Company shall be entitled to cease or not to provide any of the services itemised in this Schedule if any maintenance and services shall in the opinion of the Management Company (acting reasonably) not be for the benefit or cease to be for the benefit of the tenants and occupiers of the Estate or if any of the said services have become or shall have become obsolete or redundant due to technological change or otherwise.

SCHEDULE 6

Part I

Building Services

Subject to the provisions of Part II of this Schedule 6, the maintenance and services to be provided by the Landlord are:

1. Maintaining, repairing, rebuilding, replacing, renewing, renovating, refurbishing, decorating, cleaning and keeping in good and substantial repair and condition (including, as necessary, the periodic inspecting, examining, burning off, preparing, redecorating, resurfacing, painting, washing down, decorating, burnishing, unblocking or other treating including replacement and modernisation of items where to do so is of beneficial impact on the design and functionality of the Main Structure.

2. Maintaining, repairing, rebuilding, replacing, renewing, renovating, refurbishing, cleansing, inspecting, testing and keeping in good and substantial repair and condition the Conduits and Utilities in the Building (save for those which are the direct responsibility of the tenants or licensees of the Landlord under the terms of their lease or licence agreements).

3. Quarterly cleaning of all windows and Brise Soleil in the Building (including the outside of the windows and the Brise Soleil of the Demised Premises) save for those which are the direct responsibility of the tenants or licensees of the Landlord under the terms of their lease or licence agreements.

4. Collecting, storing and disposing of refuse including providing, hiring, maintaining, repairing and replacing refuse compactors, waste processors or similar machinery, equipment or containers for the collection, storage and disposal of refuse in the Building (save for refuse collection that is the direct responsibility of the tenants or licensees of the Landlord under the terms of their lease or licence agreements).

5. Operating, maintaining, repairing and replacing any signs, loudspeakers, public address or music broadcast systems or closed circuit television or the like on the Main Structure.

6. Operating, maintaining, testing, repairing, renewing and replacing the boilers, plant, machinery, generators and other equipment that are part of the common system or apparatus of the Building together with all the cabling, pipe work, duct work and other installations appertaining thereto.

7. Operating, maintaining, repairing and replacing any fire alarms, dry rises and other firefighting equipment serving the Building.

8. Operating, maintaining, repairing and replacing all decorative and floor lighting and emergency lighting located on the Main Structure.

9. Operating, maintaining, repairing and replacing such security and emergency systems and employing such security or policing personnel as the Landlord may consider necessary in respect of the Building including, but not limited to, alarm systems and television systems, generators, emergency lighting, fire detection and prevention systems, any fire escapes for the Building and all fire-fighting and fire prevention equipment and appliances (other than those for which the Tenant or other lessee is responsible).

10. (i) Effecting or arranging:

    (a) periodic valuations of the Building for insurance purposes (but not more than once in any calendar year);

(b) works reasonably required to the Building in order to satisfy the requirements and/or reasonable recommendations of the insurers of the Building;

(c) property owner's liability, third part liability and employer's liability in respect of the Retained Areas and such other insurances as the Landlord may, in its absolute discretion from time to time, determine;

(ii) The cost of any amount which may be deducted or disallowed by the insurers pursuant to any excess provision in any insurance policy upon settlement of any claim by the Landlord; and

(iii) any other costs properly incurred by the Landlord in arranging and maintaining any insurances under this Schedule.

11. Taking such steps as may be necessary for the control of pests and vermin and any other steps reasonably necessary to safeguard the health and safety of the Landlord, its staff (if any) and any persons using the Building including but not limited to reasonable and competitive consultancy fees and other costs associated with the provision and review of health and safety management systems.

12. The payment of all charges, impositions and other outgoings whether or not of an entirely novel character (other than rent) including rates and water rates and other charges which may be levied by a competent authority and which may be payable by the Landlord in respect of the Main Structure and whether or not of a capital or non-recurring nature (but excluding any taxes or other charges imposed on the Landlord by virtue of the receipt of rents and/or in connection with any dealing with its interest in the Building).

13. Complying with the provisions of all laws which impose obligations on the Landlord in relation to the provision of the Building Services including, but without limiting the generality of the foregoing, compliance with the provisions of the Planning Acts, Public Health Acts, the Building Control Act, Building Regulations, the Health Safety & Welfare at Work Act 1989 and any other Laws already or hereafter to be passed affecting the Building and the proper costs of opposing, making representations in respect of and/or complying with the provisions or requirements of any notice, order, regulation, instrument or bye law made under any Law.

14. Payment of costs, expenses and fees involved or resulting from the obtaining of professional advice whether from lawyers, barristers, surveyors or other experts in respect of making representations and taking legal action to enforce the rules and regulations in relation to the Building, recovery of service charges and enforcement of covenants, taking necessary legal action or in respect of planning applications, notices or other orders that might be received affecting the Building or in respect of attempts to deny or obstruct any rights, easements, quasi easements or other privileges enjoyed or claimed to be enjoyed in respect of the Building.

15. Making such contribution as the Landlord may properly be required to pay towards the expense of repairing, maintaining, and renewing, replacing and cleansing any roads, ways, paths, passages, bridges, perimeter walls, pavements, Conduits and Utilities, walls, fences or other conveniences, structures or easements which may belong to or be used from the Building or any part of it exclusively or in common with other neighbouring properties or the Adjoining Property.

16. The provision and payment of such staff at reasonable and competitive rates as the Landlord shall deem necessary in accordance with the principles of good estate management (including such direct or indirect labour as the Landlord deems appropriate) for the day-to-day running of any installations, plant and machinery in the Building and the provision of the other Building Services to the Building and for the general management, operation and security of the Building and all other incidental expenditure, including, but not limited to:

(a) insurance, health, pension, welfare, severance and other payments, contributions and premiums (but only where such payments or contributions are required by law);

(b) the provision of uniforms, working clothes, tools, appliances, materials and equipment (including telephones) for the proper performance of the duties of any such staff;

(c) providing, maintaining, repairing, decorating, lighting and equipping with materials and utilities any accommodation and facilities in the Building for staff employed in the Building including any site management office, security hut or control room situate in the Building and all rates, gas, electricity charges and other outgoings in respect thereof.

17. The payment of all reasonable and proper professional fees for the performance of the Building Services, the management and performance of any other duties in and about the Building or any part of it by whomsoever carried out including but not limited to all reasonable and proper accountants, surveyors and consultants fees and value added tax payable thereon to the extent it is irrecoverable.

18. The making and publishing of any rules and regulations for or in connection with the proper use of the Building and the enforcement of such rules and regulations.

19. The payment of any VAT chargeable on any item of expenditure referred to in this Schedule 6, to the extent it is irrecoverable.

20. The payment of all bank charges, overdraft fees, interest charges on loans relating to the management of the Building and the provision of the Building Services.

21. The costs of enforcing the observance by any superior landlord of its covenants in any superior lease.

22. The cost of providing and maintaining floral displays and seasonal decorations for the Building Common Areas.

23. Such annual provision as the Landlord or Management Company may, acting reasonably, deem proper for the establishment and maintenance of a reserve or sinking funds for the repair, replacement or renewal of the Landlord's plant, machinery, equipment, apparatus, fixtures and fittings and things forming part of the Retained Areas or used in the operation and maintenance of the Retained Areas PROVIDED THAT should such sinking fund be provided or established by the Landlord then

23.1 in assessing the proportion of the Tenant's sinking fund contribution the Landlord shall have regard to the life cycle costings of the relevant assets as against the length of the Term; and

23.2 all funds paid or contributed to or towards such fund shall be kept entirely separate from the Landlord's own funds but no prepaid amounts shall be refundable to the Tenant should the Tenant exercise its option at Clause 4.35;

23.3 the Landlord shall open a separate deposit account with one of the Associated Banks in the Republic of Ireland and all payments or contributions paid to it for the purpose of such fund shall be lodged to the credit of such deposit account;

23.4 such deposit account shall be designated or entitled "1-6 SJRQ BUILIDNG TRUST A/C" or the like;

23.5 all net interest accruing on the balance for the time being standing to the credit of such deposit account shall be added to and form part of the sinking or reserve fund;

23.6 the said account shall not be drawn upon by the Landlord save for the express purposes for which the sinking or reserve fund has been established;

23.7 as part of each annual service charge budget the Landlord shall where available provide full details of any planned sinking fund expenditure anticipated for the following year;

23.8 the Landlord shall confirm the balance of the funds in the said account upon request by the Tenant but not more than once in any 12 month period during the Term;

23.9 In the event of the transfer by the Landlord of its interest in the Building the Landlord shall ensure that the balance (inclusive of net interest) standing to the credit of the account is transferred to or otherwise taken over by the transferee on the same terms and conditions as herein contained.

24. The provision and maintenance of such reasonable flood defences and taking of reasonable flood protection measures in respect of the Building that the Management Company considers necessary in accordance with the principles of good estate management.

25. The payment of any reasonable vouched costs and expenses (not referred to above but which the Tenant has agreed to in writing) which the Landlord may incur in discharging its obligations in this Schedule 6.

26. The cost of the provision of such other services and amenities as the Landlord (acting in accordance with the principles of good estate management) reasonably considers necessary accordance with the principles of good estate management for the benefit or comfort and convenience of the Retained Areas or any part or parts thereof or its users including the enforcement of rights against third parties.

Part II

Provisos in respect of the Building Services

PROVIDED ALWAYS that the provision of the Building Services by the Landlord shall be subject to the following stipulations and conditions:

1. In performing its obligations hereunder the Landlord shall be entitled acting in accordance with the principles of good estate management to employ agents, professionals managers and contractors (including independent contractors) or such other persons as the Landlord may from time to time think fit at reasonable rates or to buy, hire, rent or acquire on hire purchase or by way of lease any equipment or machinery required in connection therewith at reasonable rates.

2. The Landlord shall not be liable for any loss or damage, inconvenience or injury to any person or property arising from any failure or delay in carrying out or providing any of the Building Services whether express or implied where such failure or delay would not have occurred but for the Insured Risks, the occurrence of war, civil commotion, strike, lockout, labour dispute, shortage of labour and materials, inclement weather, mechanical breakdown, failure, malfunction, repair or replacement of plant, machinery and equipment or any other cause beyond the control of the Landlord provided that the Landlord has used reasonable endeavours to cause the Building Service in question to be reinstated with the minimum of delay following written notification to the Landlord of failure of a service.

3. By prior written agreement with the Tenant, the Landlord shall be entitled to provide new or additional services if any such services shall in the reasonable opinion of the Landlord be for the benefit of the Building and its users from time to time any such additional services shall be deemed to be included in the list of the Building Services set out in this Schedule 6.

4. If the Advance Payments (as defined in Part III of this Schedule 6) of Service Charge prove insufficient to meet an immediate liability, the Landlord shall be entitled to borrow monies for the purpose at commercially competitive rates of interest, and the interest payable on the borrowing shall be recoverable as an item of the Service Charge.

5. In accordance with the principles of good estate management, the Landlord shall have the right from time to time to make written rules and regulations and to make written additions and amendments to them or revisions of them (subject to prior agreement with the Tenant in so far as they relate to the Building) for the orderly convenient and proper operation, management and maintenance of the Building and the Retained Areas or any part of them all of which rules and regulations shall be binding on Tenant PROVIDED HOWEVER that where there is a conflict between any such rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail.

6. The Landlord shall use its reasonable endeavours to ensure that the fees from time to time of any managing agent or other professionals engaged by the Landlord (if any) shall be reasonable and competitive.

7. The Landlord shall ensure that the Building Service Charge payable by the Tenant is not increased or altered by reason that at any relevant time any Lettable Areas may be vacant or be occupied by the Landlord or the Management Company or that any tenant or other occupier of another part of the Building defaults in payment of its due proportion of the Building Service Charge.

PROVIDED ALWAYS THAT in providing the Building Services listed in this Schedule, the Landlord shall act reasonably, in good faith, in accordance with the principles of good estate management and in a financially prudent manner AND where appropriate, the Landlord shall have due regard to the reasonable representations of the Tenant in the operation of the Building Services.

PROVIDED FURTHER THAT notwithstanding anything contained in this Schedule, the Tenant hereby acknowledges that the Landlord shall be entitled to cease or not to provide any of the services itemised in this Schedule if any maintenance and services shall in the opinion of the Landlord (acting reasonably and in accordance with the principles of good estate management) not be for the benefit or cease to be for the benefit of the tenants and occupiers of the Building or if any of the said services have become or shall have become obsolete or redundant due to technological change or otherwise.

Part III

Calculation and payment of Building Service Charge

1. The Tenant's Proportion of the Building Service Charge shall be discharged by means of equal quarterly payments in advance (the " **Advance Payments** ") to be made on each of the Quarterly Gale Days and by such additional payments as may be required under paragraph 5 of Part III of this Schedule 6.

2. The amount of each Advance Payment shall be one quarter of such amount as the Landlord may reasonably determine to be equal to the amount of the Tenant's Proportion of the Building Service Charge for the relevant Building Service Charge Period and which is notified by the Landlord or its agents to the Tenant at least thirty (30) days before the time when the demand for an Advance Payment is made. If the relevant figure is not determined then the Advance Payment shall equate to that applicable for the previous Advance Payment and an appropriate adjustment shall be made to the Advanced Payment falling after determination of the relevant figure. Appropriate adjustments shall be made to the amount of each Advance Payment having regard to where the Term Commencement Date is in relation to the Building Service Charge Period.

3. The Building Service Charge is to be treated as accruing on a day-to-day basis in order to ascertain yearly rates and for the purposes of apportionment in relation to periods other than of one year.

4. The Landlord will as soon as may be practicable after the end of each Building Service Charge Period (but in any event within six (6) months) submit to the Tenant a statement duly certified by the Accountant giving a proper summary of the Building Service Charge for the Building Service Charge Period just ended. The statement shall state the total amount of the Building Service Charge for the Building Service Charge Period to which it relates and the proportion of the Tenant's liability hereunder and shall disclose the total expenditure in the Building Service Charge Period itemised under the various headings of expenses together with all income to be credited thereto. The statement shall also itemise all amounts contributed to, held in and expended from any sinking or reserve fund established by the Landlord.

5. If the Tenant's Proportion of the Building Service Charge as certified is more or less than the total of the Advance Payments (or the grossed-up equivalent of such payments if made for any period of less than the Building Service Charge Period), then any sum due to or payable by the Landlord by way of adjustment in respect of the Tenant's Proportion of the Building Service Charge is forthwith to be paid within thirty (30) days of written demand or allowed as the case may be. The provisions of this paragraph are to continue to apply notwithstanding the determination or earlier termination of this Lease in respect of any Building Service Charge Period then current save that where there is any allowance due to the Tenant following the determination of the Lease, this shall be paid to the Tenant promptly and in any event within thirty (30) days.

6. If so requested by the Tenant by not less than fourteen (14) days prior written notice, the Management Company shall make available for inspection by the Tenant or its duly authorised agent at a reasonably accessible location for a period of one (1) month following the delivery to the Tenant of the Certificate the books and other documents or records which are in the reasonable opinion of the Management Company relevant for the purpose of ascertaining or verifying the level of the Building Service Charge and the Tenant or its duly authorised agent shall be entitled to take copies (at the expense of the Tenant) of the relevant documents.

7. If the Landlord is required during any Building Service Charge Period to incur heavy or exceptional expenditure which forms part of the Building Service Charge, the Landlord is to be entitled to recover from the Tenant the Tenant's Proportion of the Building Service Charge representing the whole of that expenditure on the Quarterly Gale Day next following (provided thirty (30) days' prior notice is given to the Tenant.

8. The Tenant is not entitled to object to the Building Service Charge (or any item comprised in it) or otherwise on any of the following grounds:

(a) the inclusion in a subsequent Building Service Charge Period of any item of expenditure or liability omitted from the Building Service Charge for any preceding Building Service Charge Period, save for any periods prior to the Term Commencement Date;

(b) an item of Building Service Charge included at a proper cost which might have been provided or performed at a lower cost;

(c) disagreement with any estimate of future expenditure for which the Landlord requires to make provision so long as the Landlord has acted in good faith and in the absence of manifest error;

(d) the manner in which the Landlord exercises its discretion in providing the Building Services so long as the Landlord acts in good faith and in accordance with the principles of good estate management;

(e) the employment at reasonable and competitive market rates of managing agents or other suitably qualified persons to carry out and provide on the Landlord's behalf any of the Landlord's obligations under this Schedule 6; and

(f) the benefit of a service or works provided by the Landlord will be enjoyed wholly or substantially at a time after the expiry of this Lease if the service or works are provided by the Landlord in good faith, and are or will be generally of benefit to the users of the Building as a class from time to time.

9. There is to be excluded from the items comprised in the Building Service Charge:

(a) any liability or expense for which the Tenant or other tenants, licensees or occupiers of the Building may individually be responsible under the terms of their tenancy, licence or other arrangement by which they use or occupy the Building;

(b) Damage by any risk for which the Landlord is insured or has covenanted to insure under the terms of this Lease and has recovered the cost of making good any such damage under the relevant policy;

(c) Any costs incurred by the Landlord in connection with unlet and/or unoccupied parts of the Building which are not Building Common Areas;

(d) Any costs arising out of the negligence, wilful default, wilful misconduct or wilful omission of the Landlord its servants or agents;

(e) All costs (including professional fees) of whatever description incurred by or on behalf of the Landlord in connection with the original acquisition, construction, equipping or fitting out of the Building or any part or parts thereof;

(f) All costs (including without limitation solicitors', surveyors' and agents' fees) incurred by or on behalf of the Landlord in the collection of rents and/or in any proceedings against any other occupier of the Building in the collection of rents (or service charges) other than the Tenant or any permitted under-lessee of the Tenant;

(g) The cost of adding to, altering, improving, rebuilding or reconstructing the Building to the extent any such works do not constitute Building Services;

(h) Any fees or expenses attributable to the letting of vacant parts or any dispositions or dealing with the Landlord's reversionary interest in the office Block or any part thereof.

(i) Any costs or expenses incurred or relating to periods prior to the Term Commencement Date.

10. On a permitted assignment of this Lease the Landlord:

(a) shall not be required to make any apportionment of the Building Service Charge relative to such an assignment; and

(b) shall be entitled to deal exclusively with the tenant in whom this Lease is for the time being vested (and, for this purpose, in disregard of a permitted assignment of this Lease which has not been delivered to the Landlord).

PROVIDED ALWAYS that notwithstanding anything contained in this Schedule, the Tenant hereby acknowledges that the Landlord shall be entitled to cease or not to provide any of the services itemised in this Schedule if any maintenance and services shall in the opinion of the Landlord (acting reasonably and in accordance with the principles of good estate management) not be for the benefit or cease to be for the benefit of the tenants and occupiers of the Building or if any of the said services have become or shall have become obsolete or redundant due to technological change or otherwise.

SCHEDULE 7

Part One – Basement Services

Subject to the provisions of Part Two of this Schedule 7, the services to be provided by the Management Company are:

1. **Repairs**

Cleansing, repairing, renewing, maintaining, overhauling, operating, painting and decorating and redecorating, resurfacing, and modernising and replacing the whole of the Basement Common Parts where necessary or to modernise and improve the Basement Common Parts for the benefit of the users thereof, including without prejudice to the generality of the foregoing the roof, foundations, structures, pillars, columns, walls, fascias, piers, windows and where necessary re-building and replacing the Basement Common Parts.

So far as may be necessary for the reasonable use and enjoyment by the Tenant of the Demised Premises to keep the Basement Common Parts in good repair and condition and to keep all the apparatus, equipment, plant and other items therein properly maintained, repaired and where necessary renewed and replaced.

Provided that the Management Company shall not be liable under this clause for any repairs which are the liability of an occupational tenant of a Block or part of a Block pursuant to any letting or results from failure by the occupational tenant of the Premises to comply with its obligations under any occupational lease.

2. **Keep Basement Common Parts Clean and Lit**

Cleaning and maintaining in a proper manner, the Basement Common Parts and to keep the same adequately lighted including the maintenance and provision of the emergency lighting where appropriate, at such times as the Management Company shall reasonably determine.

3. **Staff**

Employing (either directly or by contract) such staff as the Management Company or its nominee may (acting reasonably) deem necessary to enable it to provide all or any of the Basement Services in the Basement Common Parts and for the general management, maintenance and cleaning and security of the Basement Common Parts, on such terms and conditions as the Management Company considers are appropriate.

The Management Company may from time to time provide such agent or agents and/or management personnel for the management of the Estate as it considers necessary on reasonable terms.

4. **Plant and Machinery**

Maintaining and repairing operating, inspecting, servicing, overhauling, cleaning, lighting, (as and when necessary) and renewing and replacing the machinery, within the Basement Common Parts from time to time, including but not limited to, boilers and items relating to the ventilation, heating, air conditioning and hot and cold water systems, travelators and escalators, the lift and lift shafts and lift motor rooms, building management systems, compactors, building management systems, compactors, floor flow machines, music systems, automatic doors and all fuels and electricity and any necessary maintenance contract and insurance in respect thereof.

5. **Security and Emergency Systems**

Maintaining, repairing, operating and inspecting, servicing and overhauling, cleaning and (as and when necessary) repairing, renewing, modifying or replacing any security and emergency systems for the Basement Common Parts including, but not limited to, alarm systems, internal and Estate telephone and close circuit television systems, generators, emergency lighting, fire detection and prevention systems, any fire escapes for the Basement Common Parts and all firefighting and fire prevention equipment and appliances (other than those for which a tenant is responsible) and any traffic barriers and traffic control and security systems.

6. **Signs**

Maintaining, updating and renewing name boards and signs in the Basement Common Parts and all directional signs and fire regulation notices and any flags, flag poles and television and radio aerials and any advertising boards or screens electronic or otherwise.

7. **Miscellaneous Items**

(a) Leasing or hiring any of the items referred to in this Schedule or the cost of leasing and financing any item required for the purpose of providing any of the Basement Services.

(b) Complying in respect of the Basement Common Parts with any notice, regulation or order of any competent authority and any requirement or order of any present or future Act of the Oireachtas, order, byelaw or regulation except where the same is the responsibility of any owner of a Block or any occupational tenant of any part of the Estate.

(c) The making and publishing of any regulations for or in connection with the proper use of the Basement Common Parts and the enforcement thereof.

8. **Outgoings**

Paying all existing and future rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, parochial, local or of any other description and whether or not of a capital or non-recurring nature or of a wholly novel character) payable by the Management Company in respect of the Basement Common Parts or any part thereof including but not limited to any security hut or site management office or other structure used exclusively for the management or required for the general benefit of the Basement Common Parts so far as same are not separately assessed by any competent statutory authority and all water rates attributable to the Basement Common Parts insofar as same shall not be separately assessed by any competent statutory authority.

9. **Representations**

Taking any steps deemed desirable or expedient by the Management Company acting reasonably for complying with, any statute concerning any matters relating or alleged to relate to the Basement Common Parts or any part of it for which any owner of a Block or any occupational tenant is not directly responsible.

10. **Management**

(a) The proper and reasonable fees, costs, charges, expenses and disbursements (including any value added tax payable thereon to the extent it is irrecoverable) of the Management Company, the Management Company's surveyor or the accountant and any other person employed or retained by the Management Company for or in connection with surveying and accounting functions, the performance of the Basement Services and any other duties in and about the Basement Common Parts or any part thereof relating to the general management, administration, security, maintenance, protection and cleanliness of the Basement Common Parts and all costs, expenses and fees involved or resulting from the obtaining of professional advice whether from lawyers, barristers, surveyors, architects, accountants, consultants or other experts in respect of the running of the Basement Common Parts.

(b) The proper and reasonable fees and expenses (including any value added tax payable thereon to the extent it is irrecoverable) of the Management Company or its nominee in connection with the management of the Basement Common Parts and any of the functions and duties referred to in paragraph (a) that may be undertaken by or on behalf of the Management Company, such fees and expenses to include overheads commensurate with current market practice of property companies providing management services including the cost of managing and arranging all of the Services.

(c) The Management Company may from time to time provide for payment of costs, expenses and fees involved or resulting from the obtaining of professional advice whether from lawyers, barristers, surveyors or other experts in respect of making representations and taking legal action to enforce the rules and regulations and covenants in relation to the Basement, taking necessary legal action or in respect of planning applications, notices or other orders that might be received affecting the Basement or in respect of attempts to deny or obstruct any rights, easements, quasi easements or other privileges enjoyed or claimed to be enjoyed in respect of the Basement.

(d) The Management Company may provide for the reasonable and proper costs of maintaining, repairing and paying all outgoings for operating and equipping any site management office, control room or security hut or such other storage and other parts and buildings used exclusively for the management or required for the general benefit of the Basement including the provision and replacement of all materials, equipment (including telephones and internet), tools, plant and machinery as the Management Company may consider appropriate.

11. **Reserve Fund**

The Landlord or Management Company may at its sole option provide for a continuing sinking fund to be applied in and towards matters of a capital nature (subject to the provisions of Part II of this Schedule).

12. **Value Added Tax**

Value Added Tax at the rate for the time being in force chargeable in respect of any items of expenditure referred to in this part of this Schedule to the extent not otherwise recoverable by the Management Company or its nominee.

13. **Valuations**

The cost of periodic valuations and surveys of the Basement Common Parts for insurance purposes not more than once in every calendar year.

14. **Insurance**

Save and in respect of matters covered by the insurance policies maintained by the owner(s) for the Blocks, the cost of insurance for and against public, employers and other liability of the Management Company arising out of or in relation to the Basement Common Parts and the cost of insuring the Basement Common Parts against the Insured Risks and such other insurances as the Management Company acting reasonably, from time to time, deem necessary to effect including but without prejudice to the generality of the foregoing engineering insurances in respect of break-down and/or replacement of plant and the cost of insurance of building structures and equipment in the Basement Common Parts and insurance of any other risks which the Management Company deems prudent to insure against.

15. **Insurance Excess**

Any amount which may be deducted or disallowed by the Management Company's insurers pursuant to any excess provisions in the insurance policies upon settlement of any claim by the Management Company.

16. **Health and Safety**

Taking such steps as may be necessary for the control of pests and vermin and any other steps reasonably necessary to safeguard the health and safety of any persons using the Basement including but not limited to consultancy fees and other costs associated with the provision and review of health and safety management systems.

17. **Refuse**

Collecting, storing and disposing of refuse including providing, hiring, maintaining, repairing and replacing refuse compactors, waste processors or similar machinery, equipment or containers for the collection, storage and disposal of refuse in the Basement.

18. **Flood Protection Measures**

The Management Company shall from time to time provide and maintain such reasonable flood defences and take such reasonable flood protection measures in respect of the Building and the Basement that the Management Company considers desirable, appropriate and/or necessary.

19. **Excluded Costs**

Strictly provided that the Basement Service Charge shall not include any of the following:

(a) Any capital costs relating to the construction or the initial equipping and fitting or the infrastructure serving the Estate and/or the Basement or any part or parts thereof or any extension thereof and any capital cost relating to the construction and provision of any office used for the management of the Estate;

(b) Any cost relating to the collection and/or review of rents and letting of any other parts of the Estate and any costs or expenses relating to the enforcement of covenants against other owners of Blocks, Residential Units or Retail Units tenants of the Estate;

(c) Any costs arising out of the wilful default, wilful misconduct or wilful omission of the Management Company its servants or agents;

(d) Any costs relating to the major refurbishment of Blocks and/or Residential Units in the Estate or any part thereof;

(e) Any costs relating to the initial landscaping of any part of the Estate;

(f) Any costs and expenses relating to the making good of any damage covered by any of the Insured Risks (save for any excess under the relevant insurance policy) to the extent of monies actually received on foot of the relevant policy excluding any excess;

(g) The costs of valuation for insurance purposes of any part of the Estate more often than once in every year; or

(h) Any costs incurred in connection with the areas within the Estate designated and built for letting but for the time being vacant;

(i) Any costs relating to items of plant, machinery and equipment (which for the avoidance of doubt includes lifts and air conditioning systems) which are not for the general benefit of the owners and occupiers of Blocks, Residential Units within the Estate and are for the exclusive use of certain tenants and/or owners of Blocks, Residential Units or Retail Units within the Estate;

(j) Any costs and expenses relating to the making good of any damage covered by any of the Insured Risks (save or any excess under the relevant insurance policy) to the extent of monies actually received on foot of the policy excluding any excess.

Part Two – The Tenant's Liability to Contribute to the Basement Service Charge

1. **Payment Dates**

The Tenant's Proportion of the Basement Service Charge for each Service Charge Period shall be discharged by means of equal quarterly payments in advance to be made on each of the Instalment Days in each year or on such date on which a demand therefor is made (whichever shall be the later date) and by such additional payments as may be required under Clauses 3 and 7 of this Part Two of the Sixth Schedule.

2. **Service Charge Period**

For the purposes of this Part Two of the Sixth Schedule, "Service Charge Period" means the period of twelve months from 1 January to 31 December in each year (or such other period as the Management Company may from time to time determine).

3. **Advance Payments**

Subject to Clause 4 below and subject also as hereinafter set out, the amount of each advance payment of the Basement Service Charge shall be one quarter of the Tenant's Proportion of the Basement Service Charge of such amount as the Management Company may reasonably estimate to be the Basement Service Charge for the relevant Service Charge Period and which is notified to the Block Owner at least thirty (30) days before the time when the demand for an advance payment is made.

4. **Daily Rate of Calculation**

The Basement Service Charge shall be deemed to accrue on a day-to-day basis in order to ascertain yearly rates and for the purposes of apportionment in relation to periods other than a Service Charge Period. In the event that this Deed shall commence on a day which is not one of the Instalment Days then the Basement Service Charge shall be the apportioned amount of the Tenant's Proportion of the Basement Service Charge due up to the next Instalment Day and thereafter the provisions of Clause 4 above shall apply.

5. **Financial Statement**

The Management Company as soon as practicable (but in any event within six (6) months) after the end of each Service Charge Period shall submit to the Tenant the Management Company's financial statements relevant to the Basement Service Charge duly audited and certified by the Accountant. Such financial statements shall be prepared on an accruals basis and shall inter alia disclose:-

5.1 The total expenditure for the Service Charge Period ended itemised under the various headings of expense;

5.2 The Tenant's Proportion of the Basement Service Charge due from the Tenant and details of the calculation thereof; and

5.3 Details of the balancing payment or credit as the case may be.

6. **Balancing Adjustment**

If the Tenant's Proportion (expressed as a cash amount) of the Basement Service Charge as certified by the Accountant (the "Certificate") shall be more or less than the total of the advance payments referred to in Clause 3 above then any sum due to or allowable by the Management Company in respect of the Tenant's Proportion of the Basement Service Charge for the relevant Service Charge Period shall forthwith (within fourteen (14) days of written demand) be paid or allowed as the case may be. The Certificate (or a copy thereof duly certified by the person by whom same is given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify and shall be final and binding on the parties hereto insofar as same relates to matters of fact save in the case of manifest error.

7. **Inspection by the Tenant**

If so requested by the Tenant by not less than fourteen (14) days prior written notice, the Management Company shall make available for inspection by the Tenant or its duly authorised agent at a reasonably accessible location for a period of one (1) month following the delivery to the Tenant of the Certificate the books and other documents or records which are in the reasonable opinion of the Management Company relevant for the purpose of ascertaining or verifying the level of the Basement Service Charge and the Tenant or its duly authorised agent shall be entitled to take copies (at the expense of the Tenant) of the relevant documents.

8. **Exceptional Costs**

In the event that the Management Company shall at any time during any Service Charge Period incur heavy exceptional expenditure which forms part of the Basement Service Charge the Management Company shall be entitled to recover from the Tenant the Tenant's Proportion of the Basement Service Charge representing the whole of that expenditure on the Instalment Day next following (provided that at least thirty (30) days' notice is provided to the Tenant.

9. **Claims by Third Parties in Respect of Loss or Damage in or about the Basement**

The Management Company shall be entitled to include in the Basement Service Charge any payments properly made to third parties in settlement of any claims by such third parties in respect of any loss or damage sustained by the same in or about the Basement other than where caused by the negligence of the Management Company or its agents, to the extent that such claims are not recovered under any policy of insurance effected by the Management Company on either of the following grounds:-

9.1 by reason of the fact that the amount claimed by any third party falls within the excess amount stipulated on the relevant insurance policy; or

9.2 by reason of the fact that the cost in terms of any consequential increase for the future in the premium payable on foot of the relevant policy would in the sole opinion of the Management Company exceed the amount necessary to settle such claims.

10. **Restrictions on Objections to Basement Service Charge**

The Tenant shall not be entitled to object to the Basement Service Charge or otherwise on any of the following grounds:-

10.1 the inclusion in subsequent Service Charge Periods of any item of expenditure or liability omitted from the Basement Service Charge in any preceding Service Charge Period;

10.2 any item of the Basement Service Charge included at a proper cost which might have been provided or performed at a lower cost;

10.3 disagreement with an estimate of future expenditure for which the Management Company may require to make provision so long as the Management Company has acted reasonably and in good faith and there being no manifest error;

10.4 the manner in which the Management Company exercises its discretion in providing the Basement Services so long as they are provided in good faith and in accordance with the principles of good estate management; or

10.5 the employment of managing agents to carry out and provide on the Management Company's behalf the Basement Services.

11. **Sinking Fund And Reserve**

In the event that a sinking fund is established pursuant to Clause 12 of Part One of Schedule 7 the Management Company (or Landlord) shall be entitled to make annual provision in the Basement Service Charge for any Service Charge Period for an amount which the Management Company or Landlord reasonably determine for the repair, replacement or renewal of the Landlord's plant, machinery, equipment, apparatus, fixtures and fittings and things forming part of the Basement or used in the operation and maintenance of the Basement (and not otherwise discharged through any other sinking fund contribution) PROVIDED THAT should such sinking fund be provided or established then

11.1 in assessing the proportion of the Tenant's sinking fund contribution hereunder the Landlord shall have regard to the life cycle costings of the relevant assets as against the length of the Term; and

11.2 all funds paid or contributed to or towards such fund shall be kept entirely separate from the Landlord's own funds but no prepaid amounts shall be refundable to the Tenant should the Tenant exercise its option at Clause 4.35;

11.3 the Management Company shall open a separate deposit account with one of the Associated Banks in the Republic of Ireland and all payments or contributions paid to it for the purpose of such fund shall be lodged to the credit of such deposit account;

11.4 such deposit account shall be designated or entitled "1-6 SJRQ BASEMENT TRUST A/C" or the like;

11.5 all net interest accruing on the balance for the time being standing to the credit of such deposit account shall be added to and form part of the sinking or reserve fund;

11.6 the said account shall not be drawn upon by the Management Company save for the express purposes for which the sinking or reserve fund has been established;

11.7 as part of each annual service charge budget the Management Company shall where available provide full details of any planned sinking fund expenditure anticipated for the following year;

11.8 the Management Company shall confirm the balance of the funds in the said account upon request by the Tenant but not more than once in any 12 month period during the Term;

In the event of the transfer by the Management Company of its interest in the Basement the Management Company shall ensure that the balance (inclusive of net interest) standing to the credit of the account is transferred to or otherwise taken over by the transferee on the same terms and conditions as herein contained.

12. **Service Charge Contribution**

The Basement Service Charge shall include a reasonable and appropriate contribution towards the costs of maintaining and repairing any structural parts (including structural columns and the foundations of such columns) which support the podium of the Estate (the roof of the Basement) and are not otherwise demised as part of any Block, Residential Unit or Retail Units as are located in the Basement.

13. In providing the Basement Services the Management Company:

13.1 shall be entitled in its absolute discretion to employ agents, professionals managers and contractors (including independent contractors) or such other persons as the Management Company may from time to time think fit or to buy, hire, rent or acquire on hire purchase or by way of lease any equipment or machinery required in connection therewith;

13.2 shall not be liable for any loss or damage, inconvenience or injury to any person or property arising from any failure or delay in carrying out or providing any of the Basement Services whether express or implied where such failure or delay would not have occurred but for the Insured Risks, the occurrence of war, civil commotion, strike, lockout, labour dispute, shortage of labour and materials, inclement weather, mechanical breakdown, failure, malfunction, repair or replacement of plant, machinery and equipment or any other cause beyond the control of the Management Company provided that the Management Company has used all reasonable endeavours to cause the Basement Service in question to be reinstated with the minimum of delay following written notification to the Management Company of failure of a service.

13.3 shall be entitled to provide any new or additional services if any such services shall in the reasonable opinion of the Management Company be for the benefit of the Estate and its users from time to time any such additional services shall be deemed to be included in the list of the Basement Services set out in this Schedule 7 as soon as the same are first provided.

13.4 if the payments in advance, as received pursuant to clause 4 of this Part II of Schedule 7 prove insufficient to meet an immediate liability, the Management Company shall be entitled to borrow monies for the purpose at commercially competitive rates of interest, and the interest payable on the borrowing shall be recoverable as an item of the Basement Service Charge.

13.5 for the purpose of giving effect to the provisions of this Schedule 7 the Management Company shall have the right from time to time to make rules and regulations and to make additions and amendments to them or revisions of them for the orderly convenient and proper operation, management and maintenance of the Basement or any part of the Basement, all of which rules and regulations shall be binding on Tenant PROVIDED HOWEVER that where there is a conflict between any such rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail.

13.6 shall use its reasonable endeavours to ensure that the fees from time to time of any managing agent or other professionals engaged by the Management Company shall be reasonable and competitive.

13.7 shall ensure that the Basement Service Charge payable by the Tenant is not increased or altered by reason that at any relevant time any Lettable Areas may be vacant or be occupied by the Landlord or the Management Company or that any tenant or other occupier of another part of the Estate defaults in payment of its due proportion of the Basement Service Charge.

PROVIDED ALWAYS THAT in providing the Basement Services listed in this Schedule, the Management Company shall act reasonably, in good faith, in accordance with the principles of good estate management and in a financially prudent manner AND where appropriate, the Management Company shall have due regard to the reasonable representations of the Tenant in the operation of the Basement Services.

PROVIDED ALWAYS THAT notwithstanding anything contained in this Schedule, the Tenant hereby acknowledges that the Management Company shall be entitled to cease or not to provide any of the services itemised in this Schedule if any maintenance and services shall in the opinion of the Management Company (acting reasonably) not be for the benefit or cease to be for the benefit of the tenants and occupiers or of the Basement or if any of the said services have become or shall have become obsolete or redundant due to technological change or otherwise.

SCHEDULE 8

Guarantor covenants

The Guarantor hereby covenants with the Landlord, as a primary obligation, as follows:

1. **Covenant and indemnity**

That the Tenant or the Guarantor shall at all times during the Term (including any continuation or renewal of this Lease and whether before or after the expiration or termination of the Term) duly perform and observe all the covenants on the part of the Tenant contained in this Lease, including for the avoidance of doubt the payment of the rents and all other sums payable under this Lease (or any continuation or renewal of it) in the manner and at the times herein specified and all sums which may be due to the Landlord for mesne rates or as payment for the use and occupation of the Demised Premises, and the Guarantor hereby indemnifies the Landlord against all claims, demands, losses, damages, liability, costs, fees and expenses whatsoever sustained by the Landlord by reason of or arising out of any default by the Tenant in the performance and observance of any of its obligations or the payment of any rent and other sums arising before or after the expiration or termination of this Lease or any continuation or renewal of it.

2. **Joint and several liability**

That the Guarantor is jointly and severally liable with the Tenant (whether before or after any disclaimer by a liquidator, official assignee, trustee in bankruptcy or other persons administering the assets of the Tenant or whether before or after any repudiation by an examiner or other persons administering the assets of the Tenant) for the fulfilment of all the obligations of the Tenant under this Lease and agrees that the Landlord, in the enforcement of its rights hereunder, may proceed against the Guarantor as if the Guarantor was named as the Tenant in this Lease.

3. **Waiver**

That the Guarantor hereby waives any right to require the Landlord to proceed against the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Guarantor and the Guarantor further acknowledges that these provisions are in addition to and not in substitution for any other rights which the Landlord may have and which may be enforced against the Guarantor whether or not recourse has been had to any such rights and whether or not any steps or proceedings have been taken against the Tenants.

4. **Postponement of claims**

That the Guarantor will not claim in any liquidation, examinership, bankruptcy, composition or arrangement of the Tenant in competition with the Landlord and will remit to the Landlord so much of the proceeds of any judgments and any distributions it may receive from any liquidator, examiner, official assignee, trustee in bankruptcy or other persons administering the assets of the Tenant as is due and owing to the Landlord and will hold for the benefit of the Landlord all security and rights the Guarantor may have over assets of the Tenant whilst any liabilities of the Tenant or the Guarantor to the Landlord remain outstanding.

5. **Postponement of participation**

That the Guarantor shall not be entitled to participate in any security held by the Landlord in respect of the Tenant's obligations to the Landlord under this Lease or to stand in the place of the Landlord in respect of any such security until all the obligations of the Tenant or the Guarantor to the Landlord under this Lease have been performed or discharged.

6. **Release**

That none of the following, or any combination thereof, releases, determines, discharges or in any way lessens or affects the liability of the Guarantor as principal debtor under this Lease or otherwise prejudices or affects the right of the Landlord to recover from the Guarantor to the full extent of this guarantee:

(a) any neglect, delay or forbearance of the Landlord in endeavouring to obtain payment of any part of the rents or the other amounts required to be paid by the Tenant or in enforcing the performance or observance of any of the obligations of the Tenant under this Lease;

(b) any refusal by the Landlord to accept any money tendered as rent by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under Section 14 of the 1881 Act have been entitled) to re-enter the Demised Premises;

(c) any extension of time given by the Landlord to the Tenant;

(d) any licence, consent or approval granted by the Landlord;

(e) any variation of the terms of this Lease (including any reviews of the rent payable under this Lease) or the transfer of the Landlord's reversion or, save as set out in clause 11 of this Schedule, the assignment of this Lease;

(f) any change in the constitution, structure or powers of either the Tenant, the Guarantor or the Landlord or the liquidation, administration or bankruptcy (as the case may be) of either the Tenant or the Guarantor;

(g) any legal limitation, or any immunity, disability or incapacity of the Tenant (whether or not known to the Landlord) or the fact that any dealings with the Landlord by the Tenant may be outside or in excess of the powers of the Tenant; or

(h) any other act, omission, matter or thing whatsoever whereby, but for this provision, the Guarantor would be exonerated either wholly or in part (other than a release under seal given by the Landlord or the termination of this Guarantee pursuant to clause 11 of this Schedule 8).

7. **Disclaimer or forfeiture**

(a) Without prejudice to the other provisions of this Schedule, if:

(i) a liquidator, official assignee or trustee in bankruptcy or other person administering the assets of the Tenant shall disclaim or surrender this Lease; or

(ii) an examiner repudiates this Lease; or

(iii) this Lease shall be forfeited; or

(iv) the Tenant shall cease to exist

THEN the Guarantor shall, if the Landlord by notice in writing given to the Guarantor within twelve months after such disclaimer or other event so requires, accept from and execute and deliver to the Landlord a new lease of the Demised Premises subject to and with the benefit of this Lease (if the same shall still be deemed to be extant at such time) for a term commencing on the date of the disclaimer or other event and continuing for the residue then remaining unexpired of the Term, such new lease to be at the cost of the Guarantor (which, for the avoidance of doubt, shall include the Landlord's costs properly incurred in granting such new lease) and to be at the same rents and other sums payable in this Lease and subject to the same covenants, conditions and provisions as are contained in this Lease in so far as they are still applicable at the time and subject to the rights of any third party existing at the date of the grant;

or if the Landlord does not require the Guarantor to take a new lease, the Guarantor shall nevertheless upon demand pay to the Landlord the costs properly incurred by the Landlord in granting a lease of the Demised Premises or any part of it to a third party (or any attempted granting of such a lease which may for whatsoever reason prove unsuccessful) and a sum equal to the rents and other sums that would have been payable under this Lease (or any continuation or renewal of it) but for the disclaimer, repudiation, forfeiture or other event, such sums to be paid on the same dates and in the same manner as they would have been payable by the Tenant in respect of the period from and including the date of such disclaimer, repudiation, forfeiture or other event until the expiration of 6 months therefrom or until the Landlord has granted a lease of the Demised Premises to a third party (whichever shall first occur).

8. **Benefit of guarantee**

That this guarantee shall ensure for the benefit of the successors and assigns of the Landlord under the Lease without the necessity for any assignment thereof.

9. **Jurisdiction**

That the Guarantor will submit to the jurisdiction of the Irish courts in relation to any proceedings taken against the Guarantor or in relation to any new lease granted as aforesaid.

10. **Registration of company**

Where the Guarantor or the Tenant are bodies corporate that the Guarantor will comply with all statutory requirements necessary to ensure that the Tenant and/or the Guarantor remains on the register of companies.

11. **Replacement of Guarantor**

In the event that the Guarantor as named in this Lease enters into liquidation, whether compulsory or voluntary, or passes a resolution for winding-up while solvent, except where the liquidation or winding-up resolution is for the purposes of reconstruction or amalgamation while the Tenant or the Guarantor (as the case may be) remains solvent, the Tenant will ensure that the Guarantor as named in this Lease is replaced with another entity acceptable to the Landlord (acting reasonably).

12. **Termination of Guarantee**

This Guarantee shall automatically cease and determine and be of no further force or effect upon the assignment of this Lease by the Tenant to a third party with the Landlord's written consent, or on assignment following determination by a court of appropriate jurisdiction that the Landlord has unreasonably withheld consent.

SCHEDULE 9

Landlord's Specification for delivery of Demised Premises

INTRODUCTION

1-6 SJRQ is a new office building over 6 stories with a single level basement. The office reception is positioned at the main building entrance facing Sir John Rogerson's Quay within a full height glazed atrium. The reception is designed to service a single occupant or multiple tenants and provides direct access to the vertical circulation in the central core. A second entry point is provided through No. 6 Sir John Rogerson's Quay and a service set-down point and entry point from Creighton Street.

The typical office floors are arranged around a central core for vertical circulation and ancillary services. Structural columns are arranged at the perimeter of the floor plates to maximize open space and to provide flexible and substantially column free floor plates.

The refurbishment of the existing protected structures at number 4 and 5 Sir John Rogerson's Quay connect with the new building at all levels to also provide office accommodation.

The new building consists of:

Ground Floor:
- Office reception, office accommodation and associated toilet facilities, electrical substation

Basement:
- Office car parking: 31 spaces including 2 disabled (accessed from the ramp through the adjacent Observatory Building)
- Bicycle parking: 300 spaces (accessed from the ramp through the adjacent Observatory Building)
- Bicycle repair area
- Shower & Changing facilities: 20 showers + 200 lockers
- Drying room
- Refuse store
- Plant rooms
- Tenant store

Roof Level:
- Plant Enclosure for landlord and tenant plant

1 st -5 th Floors:
- Office accommodation and associated toilet facilities

Building Dimensions:

Structural grid:	Generally 7.5x12m or 7.5m x 15m.
Planning grid:	The building is designed to accommodate a 1.5metre – 3m planning grid, following through from window location to ceiling and lighting layouts.
Floor to Floor:	4.0m for Office Floors. Retail Units at Ground Floor vary between 6.0m and 6.35m. At Basement level this varies between the car park at 3.7m to the ancillary accommodation, bike store, showers and changing areas at c. 3.3m and the Tenant Amenity Space at 5.150m

Structural System:	A structural steel frame and 150mm composite floor slabs designed and constructed to carry a floor loading of 5kn/sq. metre (4 +1). Perimeter columns are generally on a 7.5m, 12m or 15m module. The office floor plates are clear spanning from the core to the façade.
Floor Zone:	150mm (including raised access floor tiles).
Ceiling Zone:	900mm in depth (including cellular beam and ceiling finishes).
Clear floor to Ceiling Height:	Office floors, the floor to ceiling height will be 2800mm. Ground Floor office area on WML, the floor to ceiling height will be 5100mm. Ground floor Own Door Office, the floor to ceiling height will be 4250mm. Ground floor reception, the floor to soffit of the reception atrium will be 20.0m
Floor Loadings:	Office Floors 4kn/sq. metre per person plus 1 kn/sqm partitions (4 +1).

Design Standards/References:

The building is required to comply inter-alia with the following Acts and Regulations.

- BCO Guide – Best Practice in Specification for offices.
- LEED Assessment Criteria.
- The Planning and Development Act 2000 (as amended) and the Regulations made thereunder.
- The Building Control Acts 1990, the Regulations made there under and the building control amendment regulations 2013.
- The Health Safety and Welfare at Work Act 2005 and the Regulations made thereunder.
- The Office Premises Act.

Design Criteria:

The building is designed to the following criteria:

Occupancy rate for Sanitary Provision: WC design density - 1 Person / 8m2, 60:60 Male:Female (based on total building provision). Disabled WC provision in accordance with TGD M2010.

Car Parking Provision: 31no. spaces including 2no. spaces for disabled drivers.

Sub-Division:

The building and the arrangement of services is designed for a single tenant occupancy or a multi-tenancy arrangement. From 1st to Fifth Floor the floor plates can be sub-divided into two self-contained tenancies.

Reception/ Atrium:

Floors:	Large format natural stone floor with a honed finish
Atrium Walls/Ceilings:	Plasterboard ceiling system with a polished finish with illuminated recess detailing
Reception desk:	A bespoke unit of high-quality to the main reception.

Lift Lobbies:

Walls:	Large format natural stone wall cladding; vertical wall panels
Floors:	Large format natural stone floor and skirting.
Ceiling:	Plasterboard ceiling with illuminated recess detail.
Doors:	Frameless glass sliding doors to the office accommodation.

Passenger Lifts:

Size:	4 No. 15 person
Waiting time:	Passenger lift peak average interval is less than 25 seconds Two separate lifts performs as fire fighting lifts A separate goods lift of 1250kg capacity is located in the core.

Toilets:

Walls:	Large formal natural stone wall cladding; Moisture resistant plasterboard lining with eggshell paint finish.
Floors:	Large format natural stone floor and skirting.
Ceilings:	Dry lining with emulsion paint with ceiling mounted light fittings.
Doors:	Solid core hardwood flush doors; veneered finish and integrated vertical wall panel system finish
WC cubicles:	Flush full height solid toilet cubicles with glazed door and rear panel finish.
Vanity units:	Corian formed wash hand basin and vanity unit incorporating soap dispenser and motion-controlled mixer-tap. Bespoke mirror over, incorporating under mirror illumination and concealed paper towel dispenser beneath.
Sanitary ware:	Wall hung WC pans and urinals with concealed cisterns.

LANDLORD SPECIFICATION
OFFICE AREAS

Walls:	Dry-lining with emulsion paint finish.
Floors:	600mm x 600mm access flooring medium duty
Columns:	Paint Finish
Ceiling:	Metal suspended ceiling system to suit 1.5m square planning module. Perforated 600mm x 600mm ceiling tiles with linear plasterboard margins. System to incorporate light fittings, diffusers, smoke detectors, illuminated signage.

STAIRS

Main Stairs

Walls:	Dry-lining with emulsion paint finish.
Floors:	Natural stone floor finish from lower ground to first floor level with high quality carpet above
Ceiling:	Painted plasterboard system to incorporate light fittings illuminated signage.
Handrails:	Stainless steel balustrade with glass guarding and stainless steel handrail

Secondary Stairs

Walls:	Emulsion-painted dry lining.
Floors:	High quality carpet
Ceiling:	Painted plasterboard system to incorporate light fittings illuminated signage.
Handrails:	Stainless steel balustrade with glass guarding and stainless steel handrail

Showers, Changing & Locker Rooms

Space is provided at basement level for shower and changing facilities, lockers and a tenant amenity space.

Walls:	Large format natural stone wall cladding; Moisture resistant plasterboard lining with eggshell paint finish/ porcelain Wall Tiles.
Floors:	Large format porcelain tiled floor and skirting.
Ceilings:	Painted plasterboard
Doors:	Solid core hardwood flush doors; Timber veneered finish
WC cubicles:	Flush full height solid toilet cubicles with glazed door and rear panel finish.
Vanity units:	Corian formed wash hand basin and vanity unit incorporating soap dispenser and motion-controlled mixer-tap. Bespoke mirror over, incorporating under mirror.
Sanitary ware:	Wall hung WC pans and urinals with concealed cisterns.

Car Park Area

Walls:	Concrete block and insitu concrete internal walls; plasterboard lining with emulsion paint finish.
Floors:	Insitu concrete floor with Paint Finish. Including line marking for Parking Bays and Floor Signage.
Columns:	Paint Finish
Ceilings:	Soffit insulation to car park soffit and steelwork.
Doors:	Flush paint finish fire rated doors with stainless steel ironmongery.

Outline Electrical Specification

- Main building distribution boards.
- Sub distribution boards on floor plates.
- Energy- saving LED lighting in reception core and circulation areas.
- Emergency lighting installation in accordance with IS 3217:2013 in the core areas
- Proximity card access control system to building entrances.
- Intruder alarm system monitors the building perimeter.
- CCTV cameras monitor reception entrances, external access routes and access-controlled doors on building perimeter.
- Fully addressable fire alarm system in accordance with IS 3218:2013 in the core areas.

Outline Mechanical Specification

- Central HWS storage and boosted hot water services generated by high-efficiency low NOx gas-fired boiler LPHW heating system.
- Mains water and cold-water storage and distribution.
- High-efficiency water-cooled chillers with dry air coolers at roof level.
- LPHW & CHW pipework risers with heat meters at each floor.
- Air-handling plant at roof level with high-efficiency thermal wheel heat recovery for office zones and toilet core.
- Main fresh air ductwork terminating on each floor.
- Rainwater harvesting system.
- Building Energy Management System (BEMS) with front end PC to monitor and control main HVAC equipment.

OUTLINE SPECIFICATION OF EXTERNAL ENVELOPE

A bespoke glazed façade system to the North and West Façade on Sir John Rogerson's Quay and Creighton Street: Glazing spanning full height (4.0m) and shuffle-glazed into proprietary thermally broken framing at floor and ceiling level with the glazing flush internally. The vertical façade glass to be double glazed with laminate safety glass to both internal and external leafs and incorporates a solar neutral coating.

Fire stopping is incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail. Laminated vertical glass fins, are positioned externally spanning full height and are restrained at top and bottom with bespoke anchors disappearing into to a slender aluminium toe detail located horizontally at each office floor level. The top and bottom anchors allow a visible gap between it and the façade glass. Lighting is incorporated into the facade system to illuminate the glass fins.

The South West façade to Creighton Street and Windmill Lane at the typical office floor level is a unitised curtain walling system with aluminium framing, anodised finish, nominally 1.5/3.0m wide x 4m high.
The system is thermally broken, pressure equalized, ventilated, self-draining, flush-glazed with externally mounted horizontal glass brise soleil system. The horizontal glass brise soleil with incorporated frit pattern providing solar shading spanning 1.5/3.0mm and restrained via bespoke stainless steel cantilever arms which are affixed to the main unitised framing.
The vertical façade glass is double glazed with laminate safety glass to both internal and external leafs. Fire stopping is incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.
The South West and South Façade to Creighton Street and Windmill Lane at the upper office floor levels is a unitized curtain walling system with aluminum framing, anodized finish, nominally 1.5/3.0m (w) x 4.0m (h) units. Vertical anodised aluminium fins span 4.0mm and are restrained via bespoke stainless steel fixings which attach to the main horizontal unitised framing.

The anodised aluminium fins are of varying profile/angle (on plan) to create a variated effect. Fire stopping to be incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.

Courtyard Facades facing The Observatory Building:
The glazed system is a factory fabricated unitised aluminium curtain walling system – nominally 1.5m (w) x 4.0m (h) units with anodised aluminium framing– thermally broken, pressure equalized, ventilated, self-draining, flush-glazed SG bonded.

The vertical façade glass to be double glazed with laminate safety glass to both internal and external leafs and to incorporate solar neutral coating to face 4. Fire stopping to be incorporated within ceiling header adjacent to glass with intumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.
Ground Floor Retail Facades facing Creighton Street and Windmill Lane :
The retail units are to be a fully glazed glass fin curtain walling system. High performance double glazing is mounted via a pressure equalized toggle fixed proprietary modified SG curtain walling system solution. The glazing is performance coated, clear double-glazed units and laminated Class A safety glass to both internal and external leaf's.
Thermally broken, pressure equalized, discretely self-draining, silicone jointed, stick system polyester powder-coated, structurally bonded to a vertical spanning laminated glass fin. Curtain walling mullion to be either proprietary glass-fin add-on solution or modified slim-line mullion, machined to fit glass fin thickness. Glass fins to be clear reduced iron laminated with fully polished edges.
North, West and South Facades :
Vertical and horizontal stone fins and projecting stone to north, west and south elevations. Stone cladding panels to the East façade stair. Stone cladding panels to the ground floor columns, ESB substation and plinth. Stone cladding panels fixes to steel cladding rail system.
All the curtain wall systems will comply as a minimum, with the relevant and current forms of all local national codes and standards and Building Regulations, British Standards, Euronorms (including harmonised Euronorms), DIN Standards, ASTM Standards, CWCT Guidelines and Technical Notes.

The glass replacement strategy includes for external replacement with a local internal access requirement to facilitate the safe removal and replacement.

EXTERNAL LANDSCAPING

Ground Floor Courtyard:	Large external courtyard at ground floor level with extensive high quality planting and natural stone finishes.
4 th and 5 th Floor Terraces:	Generous stone paved roof terraces at 4th and 5th floor levels.

SCHEDULE 10

LEED requirements

Energy & Atmosphere	**Tenant Fit-out Requirements**
EAp2/EAc1: Energy Performance	**Lighting** : **Office** Lighting fit-out installation not to exceed lighting power density: **7.5 W/m 2** The following lighting controls are also included: **Daylight dimming** **Occupancy sensors** **HVAC System:** **Office** The office build out fan coil average specific fan power (SFP) efficiency to be no more than **0.132 w/l/s** . All other applicable items to be fit out by developer.
Indoor Environmental Quality	**Tenant Fit-out Requirements**
IEQp2/c2: Environmental Tobacco Smoke Control	**1SJRQ NO SMOKING POLICY** 1SJRQ is a smoke free environment, indoors and outdoors. 1. **REGULATIONS OF SMOKING INDOORS:** Smoking is prohibited in all enclosed areas of 1SJRQ . This includes, but is not limited to the Block and Buildings, the Building Common Areas i.e. for clarity all commercial areas (retail, offices), all shared areas, all individual apartments, hallways, stairs, elevators, restrooms and all other enclosed areas. 2. **REGULATION OF SMOKING OUTDOORS** Notwithstanding the above prohibitions on smoking in enclosed areas, smoking within 8m of 1SJRQ entries, outdoor air intakes, and operable windows is prohibited. There are no designated smoking areas within 1SJRQ

SCHEDULE 11

Yield Up Specification (including the enclosed USB detailing the Tenant Information Booklet)

1-3 and 6 SJRQ

The CAT A fit out for the main floor plates includes the following: -

Raised Access Floors – Supplied and fitted by the Landlord.
Credit in lieu of: -

- Floor Finishes
  - Type FLS-151 Carpet Tiling; 250mm x 1000mm, Tufted loop pile carpet tiles.
- Suspended Ceilings
  - CLG-301 Metal Ceiling System; SAS; Tiles, 330 grid ceiling system; hinge-down and slideable; bevelled edges.
- Mechanical
  - Fresh air ductwork on the floorplate
  - Fan Coil units
  - Secondary ductwork from FCU's
  - LPHW/CHW pipework on the floorplate
  - Insulation of above
  - Air Diffusers
- Electrical
  - Power Containment on the floorplate
  - Underfloor Power busbar
  - Lighting containment and general light fittings on the floorplate
  - Emergency lighting on the floorplate
  - Lighting control on the floorplate
  - Fire alarm on the floorplate

The 4 and 5 SJRQ CAT A Works for which the €27,000 credit allows for: -

- Carpet Type FLS-151 Carpet Tiling; 250mm x 1000mm, Tufted loop pile carpet tiles;.
- Painted ceilings; and
- Wall painting.

4 and 5 SJRQ will be left in the manner detailed in the Lease, to include generally: -

- Wall mounted radiators will be provided;
- The Western wall of SJRQ will be boarded and plastered on all floors, and will contain power sockets and data sockets;
- The North, South and East walls will generally be left as exposed brickwork;
- The Western wall of the stair core in 5 SJRQ will have a power and data socket on each level;
- Ceiling will have light fittings and separate emergency light fittings and smoke heads;
- The 5 th floor of both 4 and 5 SJRQ will have hardwood flooring fitted; and
- A duct will supply fresh air in both 4 and 5 SJRQ.

See Tenant Information Booklet furnished for further detail.

General

Ground Floor:

- Office reception, office accommodation and associated toilet facilities, electrical substation

Basement:

- Office car parking: 31 spaces including 2 disabled (accessed from the ramp through the adjacent Observatory Building)
- Bicycle parking: 300 spaces (accessed from the ramp through the adjacent Observatory Building)
- Bicycle repair area
- Shower & Changing facilities: 20 showers + 200 lockers
- Drying room
- Refuse store
- Plant rooms
- Tenant store

Roof Level:

- Plant Enclosure for landlord and tenant plant

1 st -5 th Floors:

- Office accommodation and associated toilet facilities

Building Dimensions:

Structural grid:	Generally 7.5x12m or 7.5m x 15m.
Planning grid:	The building is designed to accommodate a 1.5metre – 3m planning grid, following through from window location to ceiling and lighting layouts.
Floor to Floor:	4.0m for Office Floors. Retail Units at Ground Floor vary between 6.0m and 6.35m. At Basement level this varies between the car park at 3.7m to the ancillary accommodation, bike store, showers and changing areas at c. 3.3m and the Tenant Amenity Space at 5.150m
Structural System:	A structural steel frame and 150mm composite floor slabs designed and constructed to carry a floor loading of 5kn/sq. metre (4 +1). Perimeter columns are generally on a 7.5m, 12m or 15m module. The office floor plates are clear spanning from the core to the façade.
Floor Zone:	150mm (including raised access floor tiles).
Ceiling Zone:	900mm in depth (including cellular beam and ceiling finishes).
Clear floor to Ceiling Height:	Office floors, the floor to ceiling height will be 2800mm. Ground Floor office area on WML, the floor to ceiling height will be 5100mm. Ground floor Own Door Office, the floor to ceiling height will be 4250mm. Ground floor reception, the floor to soffit of the reception atrium will be 20.0m
Floor Loadings:	Office Floors 4kn/sq. metre per person plus 1 kn/sqm partitions (4 +1).

Design Standards/References:

The building is required to comply inter-alia with the following Acts and Regulations.

- BCO Guide – Best Practice in Specification for offices.
- LEED Assessment Criteria.
- The Planning and Development Act 2000 (as amended) and the Regulations made thereunder.
- The Building Control Acts 1990, the Regulations made there under and the building control amendment regulations 2013.

- The Health Safety and Welfare at Work Act 2005 and the Regulations made thereunder.
- The Office Premises Act.

Design Criteria:

The building is designed to the following criteria:

Occupancy rate for Sanitary Provision: WC design density - 1 Person / 8m2, 60:60 Male:Female (based on total building provision). Disabled WC provision in accordance with TGD M2010.

Car Parking Provision: 31no. spaces including 2no. spaces for disabled drivers.

Sub-Division:

The building and the arrangement of services is designed for a single tenant occupancy or a multi-tenancy arrangement. From 1st to Fifth Floor the floor plates can be sub-divided into two self-contained tenancies.

LANDLORD SPECIFICATION
RECEPTION AND LIFT LOBBIES

Reception/ Atrium:

Floors:	Large format natural stone floor with a honed finish
Atrium Walls/Ceilings:	Plasterboard ceiling system with a polished finish with illuminated recess detailing
Reception desk:	A bespoke unit of high-quality to the main reception.

Lift Lobbies:

Walls:	Large format natural stone wall cladding; vertical wall panels
Floors:	Large format natural stone floor and skirting.
Ceiling:	Plasterboard ceiling with illuminated recess detail.
Doors:	Frameless glass sliding doors to the office accommodation.

Passenger Lifts:

Size:	4 No. 15 person
Waiting time:	Passenger lift peak average interval is less than 25 seconds Two separate lifts performs as fire fighting lifts A separate goods lift of 1250kg capacity is located in the core.

Toilets:

Walls:	Large formal natural stone wall cladding; Moisture resistant plasterboard lining with eggshell paint finish.
Floors:	Large format natural stone floor and skirting.
Ceilings:	Dry lining with emulsion paint with ceiling mounted light fittings.
Doors:	Solid core hardwood flush doors; veneered finish and integrated vertical wall panel system finish
WC cubicles:	Flush full height solid toilet cubicles with glazed door and rear panel finish.
Vanity units:	Corian formed wash hand basin and vanity unit incorporating soap dispenser and motion-controlled mixer-tap. Bespoke mirror over, incorporating under mirror illumination and concealed paper towel dispenser beneath.
Sanitary ware:	Wall hung WC pans and urinals with concealed cisterns.

LANDLORD SPECIFICATION
OFFICE AREAS

Walls:	Dry-lining with emulsion paint finish.
Floors:	600mm x 600mm access flooring medium duty
Columns:	Paint Finish
Ceiling:	Metal suspended ceiling system to suit 1.5m square planning module. Perforated 600mm x 600mm ceiling tiles with linear plasterboard margins. System to incorporate light fittings, diffusers, smoke detectors, illuminated signage.

STAIRS

Main Stairs

Walls:	Dry-lining with emulsion paint finish.
Floors:	Natural stone floor finish from lower ground to first floor level with high quality carpet above
Ceiling:	Painted plasterboard system to incorporate light fittings illuminated signage.
Handrails:	Stainless steel balustrade with glass guarding and stainless steel handrail

Secondary Stairs

Walls:	Emulsion-painted dry lining.
Floors:	High quality carpet
Ceiling:	Painted plasterboard system to incorporate light fittings illuminated signage.
Handrails:	Stainless steel balustrade with glass guarding and stainless steel handrail

Showers, Changing & Locker Rooms

Space is provided at basement level for shower and changing facilities, lockers and a tenant amenity space.

Walls:	Large format natural stone wall cladding; Moisture resistant plasterboard lining with eggshell paint finish/ porcelain Wall Tiles.
Floors:	Large format porcelain tiled floor and skirting.
Ceilings:	Painted plasterboard
Doors:	Solid core hardwood flush doors; Timber veneered finish
WC cubicles:	Flush full height solid toilet cubicles with glazed door and rear panel finish.
Vanity units:	Corian formed wash hand basin and vanity unit incorporating soap dispenser and motion-controlled mixer-tap. Bespoke mirror over, incorporating under mirror.
Sanitary ware:	Wall hung WC pans and urinals with concealed cisterns.

Car Park Area

Walls:	Concrete block and insitu concrete internal walls; plasterboard lining with emulsion paint finish.
Floors:	Insitu concrete floor with Paint Finish. Including line marking for Parking Bays and Floor Signage.
Columns:	Paint Finish

Ceilings:	Soffit insulation to car park soffit and steelwork.
Doors:	Flush paint finish fire rated doors with stainless steel ironmongery.

Outline Electrical Specification

- Main building distribution boards.
- Sub distribution boards on floor plates.
- Energy- saving LED lighting in reception core and circulation areas.
- Emergency lighting installation in accordance with IS 3217:2013 in the core areas
- Proximity card access control system to building entrances.
- Intruder alarm system monitors the building perimeter.
- CCTV cameras monitor reception entrances, external access routes and access-controlled doors on building perimeter.
- Fully addressable fire alarm system in accordance with IS 3218:2013 in the core areas.

Outline Mechanical Specification

- Central HWS storage and boosted hot water services generated by high-efficiency low NOx gas-fired boiler LPHW heating system.
- Mains water and cold-water storage and distribution.
- High-efficiency water-cooled chillers with dry air coolers at roof level.
- LPHW & CHW pipework risers with heat meters at each floor.
- Air-handling plant at roof level with high-efficiency thermal wheel heat recovery for office zones and toilet core.
- Main fresh air ductwork terminating on each floor.
- Rainwater harvesting system.
- Building Energy Management System (BEMS) with front end PC to monitor and control main HVAC equipment.

OUTLINE SPECIFICATION OF EXTERNAL ENVELOPE

A bespoke glazed façade system to the North and West Façade on Sir John Rogerson's Quay and Creighton Street: Glazing spanning full height (4.0m) and shuffle-glazed into proprietary thermally broken framing at floor and ceiling level with the glazing flush internally. The vertical façade glass to be double glazed with laminate safety glass to both internal and external leafs and incorporates a solar neutral coating.

Fire stopping is incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail. Laminated vertical glass fins, are positioned externally spanning full height and are restrained at top and bottom with bespoke anchors disappearing into to a slender aluminium toe detail located horizontally at each office floor level. The top and bottom anchors allow a visible gap between it and the façade glass. Lighting is incorporated into the facade system to illuminate the glass fins.

The South West façade to Creighton Street and Windmill Lane at the typical office floor level is a unitised curtain walling system with aluminium framing, anodised finish, nominally 1.5/3.0m wide x 4m high.

The system is thermally broken, pressure equalized, ventilated, self-draining, flush-glazed with externally mounted horizontal glass brise soleil system. The horizontal glass brise soleil with incorporated frit pattern providing solar shading spanning 1.5/3.0mm and restrained via bespoke stainless steel cantilever arms which are affixed to the main unitised framing.

The vertical façade glass is double glazed with laminate safety glass to both internal and external leafs. Fire stopping is incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.

The South West and South Façade to Creighton Street and Windmill Lane at the upper office floor levels is a unitized curtain walling system with aluminum framing, anodized finish, nominally 1.5/3.0m (w) x 4.0m (h) units. Vertical anodised aluminium fins span 4.0mm and are restrained via bespoke stainless steel fixings which attach to the main horizontal unitised framing.

The anodised aluminium fins are of varying profile/angle (on plan) to create a variated effect. Fire stopping to be incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.

Courtyard Facades facing The Observatory Building:

The glazed system is a factory fabricated unitised aluminium curtain walling system – nominally 1.5m (w) x 4.0m (h) units with anodised aluminium framing– thermally broken, pressure equalized, ventilated, self-draining, flush-glazed SG bonded.

The vertical façade glass to be double glazed with laminate safety glass to both internal and external leafs and to incorporate solar neutral coating to face 4. Fire stopping to be incorporated within ceiling header adjacent to glass with intumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.

Ground Floor Retail Facades facing Creighton Street and Windmill Lane :

The retail units are to be a fully glazed glass fin curtain walling system. High performance double glazing is mounted via a pressure equalized toggle fixed proprietary modified SG curtain walling system solution. The glazing is performance coated, clear double-glazed units and laminated Class A safety glass to both internal and external leaf's.

Thermally broken, pressure equalized, discretely self-draining, silicone jointed, stick system polyester powder-coated, structurally bonded to a vertical spanning laminated glass fin. Curtain walling mullion to be either proprietary glass-fin add-on solution or modified slim-line mullion, machined to fit glass fin thickness. Glass fins to be clear reduced iron laminated with fully polished edges.

North, West and South Facades :

Vertical and horizontal stone fins and projecting stone to north, west and south elevations. Stone cladding panels to the East façade stair. Stone cladding panels to the ground floor columns, ESB substation and plinth. Stone cladding panels fixes to steel cladding rail system.

All the curtain wall systems will comply as a minimum, with the relevant and current forms of all local national codes and standards and Building Regulations, British Standards, Euronorms (including harmonised Euronorms), DIN Standards, ASTM Standards, CWCT Guidelines and Technical Notes.

The glass replacement strategy includes for external replacement with a local internal access requirement to facilitate the safe removal and replacement.

EXTERNAL LANDSCAPING

Ground Floor Courtyard:	Large external courtyard at ground floor level with extensive high quality planting and natural stone finishes.
4 th and 5 th Floor Terraces:	Generous stone paved roof terraces at 4th and 5th floor levels

SCHEDULE 12

M & E Plant Schedule

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SCHEDULE 13

Employers Information Requirements

GIVEN under the Common Seal of
HIBERNIA REIT PUBLIC
LIMITED COMPANY
and **DELIVERED** as a **DEED** :

_____
Director

_____
Director/Secretary

GIVEN UNDER the Common Seal of
SOBO MANAGEMENT COMPANY
LIMITED BY GUARANTEE
AND delivered as a DEED :

_____
Director

_____
Director/Secretary

GIVEN UNDER the Common Seal of
HUBSPOT IRELAND LIMITED
AND delivered as a DEED :

_____
Director

_____
Director/Secretary

HUBSPOT, Inc.

_____
Name

_____
Title

Dated the day of 2019

(1) Landlord:	**HIBERNIA REIT PUBLIC LIMITED COMPANY**
(2) Tenant:	**HUBSPOT IRELAND LIMITED**
(3) Management Company:	**SOBO MANAGEMENT COMPANY LIMITED BY GUARANTEE**
(4) Guarantor:	**HUBSPOT, INC.**

LEASE

of

1SJRQ, WINDMILL QUARTER, DUBLIN 2

Arthur Cox
Ten Earlsfort Terrace
Dublin 2

Appendix 3

Form of Licence for Works

THIS LICENCE dated day of 2019

BETWEEN:

(1) **HIBERNIA REIT PUBLIC LIMITED COMPANY** (Company No. 531267) having its registered office at South Dock House, Hanover Quay Dublin D02 XW94 (hereinafter called the " **Landlord** " which expression shall where the context so admits or requires include its successors and assigns);

(2) **TENANT: HUBSPOT IRELAND LIMITED** (Company No. 515723) having its registered office at One Dockland Central, Guild Street, Dublin 1 (hereinafter called the " **Tenant** " which expression shall where the context so admits or requires include its permitted successors and permitted assigns); and

(4) **GUARANTOR: HUBSPOT, INC.** a Delaware corporation, having its principal office at 25 First Street, 2nd Floor, Cambridge, MA 02141 (hereinafter called the " **Guarantor** ") which expression shall where the context so admits or requires include its permitted successors and permitted assigns).

BACKGROUND:

A. This Licence is supplemental to lease dated day of 2019 between (1) the Landlord, (2) the Tenant, (3) SOBO Management Company Limited by Guarantee and (4) the Guarantor (the " **Lease** ") whereby the premises described in Schedule 1 of this Licence (the " **Premises** ") were intended to be demised for the term and at the rents and subject to the covenants on the part of the lessee and terms and conditions contained in the Lease.

B. The reversion immediately expectant on the termination of the term of the Lease is vested in the Landlord.

C. The Lease contains a covenant on the part of the lessee not to alter the Premises without the prior consent in writing of the Landlord.

D. The Tenant has applied to the Landlord for consent to carry out the works more particularly described in the Tenant's Specification as set out in Schedule 2 of this Licence (the " **Works** ") which the Landlord agrees to grant subject to the terms of this Licence.

THIS LICENCE PROVIDES:

1. **Definitions and Interpretation**

1.1 In this Licence:

" **Ancillary Certificates** " has the meaning ascribed to it in the BCR Code;

" **BIM** " means building information modelling (in accordance with the Construction Industry Council Building Information Model Protocol (first edition 2013));

" **BCR Code** " means the Code of Practice for Inspecting and Certifying Buildings and Works issued by the Minister for the Environment, Community and Local Government pursuant to Article 20G of the Building Control (Amendment) Regulations 2014;

“ **Building** ” means the building located at 1 – 6 Sir John Rogerson’s Quay, Windmill Quarter, Dublin 2 and more particularly outlined in blue on Plan No. 2 attached to the Lease including part of the areas at basement level shown coloured green on Plan No. 3 attached to the Lease and shall be deemed to include any extensions or alterations to or any reductions or variations of it now or in the future respectively made within the Term the Lease;

“ **Building Control Act** ” means the Building Control Acts, 1990 to 2014;

“ **Building Control Authority** ” means a Local Authority to which Section 2 of the Building Control Act applies;

“Building Control Regulations ” means the Building Control Acts 1990- 2014, the Building Control Regulations 1997-2015 and any amendments thereto and all regulations made under those Acts;

“ **Certificate of Compliance on Completion** ” means a certificate of compliance in respect of the Works to be lodged with the Building Control Authority in accordance with the Building Control Regulations;

" **DCC Protocol** ” means the demolition and construction protocol for the Dublin Docklands Area provided by Dublin City Council and appended at Appendix 1 hereto;

“ **Estate** ” means the Windmill Quarter, Dublin 2, as shown for identification purposes only coloured blue on Plan No. 1 attached to the Lease and the extent of which Estate may be expanded or retracted from time to time by the Landlord and / or the Management Company;

“ **Fit-Out Protocol** ” means the tenant fit-out protocol appended at Appendix 2 hereto;

“ **Independent Architect** ” means Brian Murphy of MCA Architects or in the event of him being unwilling or unable to act such other architect (who shall have at least ten (10) years standing as an architect and experience in the design of office space in Ireland) as may be agreed between the parties and in default of agreement to be nominated upon the application of either party by the President for the time being of the Royal Institute of Architects of Ireland;

“ **Landlord’s Architect** ” means Henry J. Lyons Architects or such other suitably qualified Architect as the Landlord shall appoint therefor following notice to the Tenant;

“ **Law** ” means every Act of Parliament and of the Oireachtas, law of the European Union and every instrument, directive, regulation, requirement, action and bye law made by any government department, competent authority, officer or court which now or may hereafter have force of law in Ireland;

“ **Planning Acts** ” means the Local Government (Planning and Development) Acts 1963 to 1998 and the Planning and Development Acts 2000 to 2016 and any statutory extension, modification, amendment or re-enactment of any such Act or Acts for the time being in force and any statutory instruments, regulations or orders made or issued under any such Act or Acts;

“ **Premises** ” means the premises more particularly described in the Schedule 1 to the Lease;

“ **Safety Regulations** ” means the Safety, Health and Welfare at Work Act 2005 to 2014 and any and all legislation pursuant thereto (including but not limited to the Safety, Health and Welfare at Work (Construction) Regulations 2013) as may be modified, amended or extended from time to time;

“ **Tenant’s Architect** ” means Conor McCabe of Henry J Lyons, or such other suitably qualified Architect as the Tenant shall appoint in substitution therefor following notice to the Landlord;

" **Tenant Consents** " means any planning permission, fire safety certificate, disability access certificate or other consents, approvals or licences of an from any competent and Statutory Authorities in relation to the Works; and

" **Validated Certificate of Compliance on Completion** " means the Certificate of Compliance on Completion validated by the Building Control Authority with the relevant particulars of the said certificate included on the register maintained by the Building Control Authority together with certified copies of all certificates (including Ancillary Certificates) created for the purpose of procuring the validation of the Certificate of Compliance on Completion from the Building Control Authority.

1.2 For the avoidance of doubt, any reference to a specific statute or statutory provision in this Licence includes references to any statutory modification, extension or re-enactment of such statute or statutory provision and to any regulations, orders, bye-laws or other subordinate legislation made under such statute or statutory provision from time to time.

1.3 Save as varied by this Licence, the provisions as to interpretation set out in the Lease shall apply to this Licence.

1.4 Any covenant by a party to this Licence not to do any act, matter or thing shall be construed as including a covenant by that party that such act, matter or thing shall not be done.

1.5 The clause headings in this Licence shall not be taken into account for the purposes of its construction or interpretation.

1.6 Where two or more persons are included in the expression "Landlord" or "Tenants", the covenants which are expressed to be made herein by the Landlord or the Tenant shall be deemed to be made by such persons jointly and severally.

2. **Licence**

In consideration of the covenants on the part of the Tenant contained in this Licence, the Landlord hereby consents to the carrying out of the Works by the Tenant at the Tenant's own cost and expense subject to the covenants and conditions contained in this Licence. This Licence shall not permit any further or different works or alterations to the Premises or any part thereof.

3. **Tenant's Obligations**

In consideration of the Landlord's consent contained in this Licence, the Tenant hereby covenants with the Landlord:

3.1 **Compliance**

(a) To comply with all obligations under or by virtue of any Law and to obtain and comply with such permissions, approvals, certificates, licences and consents as may be necessary to comply with all such Laws (and in particular the provisions of the Planning Acts, the Building Control Regulations (in particular, the Building Control (Amendment) Regulations 2014 (where applicable)) and the Safety Regulations so far as the same relate to or affect the Works and any operations, acts or things carried out, executed, done or omitted on the Premises in connection with the Works.

(b) In the event of the Works not conforming to the Planning Acts or to the planning permissions procured in respect of them or not satisfying the requirements of the fire officer or the competent authority in relation to the provisions of any fire safety certificate or disability access certificate obtained or applied for in relation to the Building or the Works to carry out such alterations or amendments as necessary to the Works so that they comply with such planning permissions and fire safety requirements PROVIDED HOWEVER that in the event of it becoming impossible for such Works to

comply with the planning permissions procured and/or the requirements of the fire officer or other competent person or authority to restore, at the Tenant's own cost, the Demised Premises to the condition prevailing prior to the Works being carried out and to the reasonable satisfaction of the Landlord or the Landlord's Architect (in relation to planning permissions) or the fire officer or competent authority (in relation to any fire safety certificate or disability access certificate).

(c) To ensure that the carrying out of the Works shall comply with all obligations under or by virtue of the DCC Protocol and the Fit-Out Protocol

3.2 **Fees**

For the avoidance of doubt, each party shall be responsible for its own costs in respect of the Works and this Licence for Works, and without prejudice to the generality of the foregoing (and notwithstanding any provision to the contrary in the Lease), the Tenant shall not be responsible for the following costs and expenses that may be incurred by the Landlord:

(a) The Landlord's surveyors', architect' and engineers' fees in connection with the review and approval of the Tenant's Specifications; and

(b) The Landlord's legal and other professional costs in connection with the preparation and delivery of this Licence for Works.

3.3 **Documents**

To furnish to the Landlord:

(a) as soon as reasonably practicable and in any event no later than 8 (eight) weeks following completion of the Works (to the extent not previously furnished):

(i) A certificate of compliance or exemption regarding the Planning Acts and Building Control Regulations from a suitably qualified architect or engineer in a form recommended by the Royal Institute of Architects of Ireland;

(ii) A hard copy and soft copy (at the Landlord's nomination) of the Safety File for the Works required by the Safety Regulations or upload the safety file to the Landlord's online register if requested;

(iii) As constructed drawings not otherwise included in the Safety File (if any);

(iv) Copy operating manuals not otherwise contained or included in the Safety File (if any);

(v) All collateral warranties (the form of which has been approved by the Landlord, acting reasonably and having regard to the nature of the Works) in relation to the Works addressed to the Landlord from the Tenant's contractor, sub-contractors with design responsibility and Tenant's professional team together with copies of the relevant contracts, sub-contracts and/or appointments and evidence of the up-to-date insurances required to be effected pursuant to the said contracts, sub-contracts and /or appointments;

(vi) Copy Validated Certificate of Compliance on Completion in respect of the Works (if applicable);

(vii) provide a photographic record of inspections undertaken in relation to fire stopping works (including the removal or addition to the Demised Premises of fire stopping material) carried out as part of the Works; and

(viii) Copy of the Tenant Consents (if any).

3.4 **Works**

(a) To give the Landlord seven (7) days' prior notice of the commencement and of the completion of the Works.

(b) To carry out the Works in accordance with the Tenant Specifications approved by the Landlord with good materials and in a proper and workmanlike manner and to make good any damage caused to the Premises or the Building by the Tenant, its servants, agents or any other party involved in the carrying out of the Works (subject to the Tenant's inability to procure same on foot of any insurance claim at the Demised Premises in relation to the risks set out in Clause 3.6);.

(c) To observe and perform all proper precautions in executing the Works and in particular not to endanger the safety of the Premises or any part thereof.

(d) To comply with the requirements (whether notified or directed to the Landlord and then to the Tenant or directly to the Tenant) of the appropriate local authority, the insurers of the Building and the Landlord (acting reasonably) in relation to the fire security and safety precautions affecting the Premises.

(e) To permit the Landlord and its agents to enter upon the Premises at any time while the Works are being carried out (subject only to the safety requirements of the Tenant or its project supervisor for the construction stage) for the purposes of inspecting the manner of execution of the Works and compliance with the provisions of this Agreement provided that the Tenant receives reasonable prior written notice of such inspection and the inspection does not delay or disrupt the carrying out of the Works.

(f) Not to cause or allow to be caused a nuisance or damage or disturbance to the Landlord, the occupiers for the time being of any adjoining property, the users of the Building and/or the safe and orderly operation of the Building and not to infringe the rights of any aforementioned person nor to acquire or entitle to be acquired by prescription any right which would interfere with the free use of any neighbouring or adjoining property.

(g) To remove from the Premises upon completion of the Works all debris arising from and equipment used in connection with the carrying out of the Works.

3.5 **Indemnity and Insurances**

(a) To keep the Landlord indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including without limitation those in respect of personal injury to or the death of any person or any injury or damage to any property, real or personal) arising out of any act omission or negligence of the Tenant or any persons in on or about the Premises expressly or impliedly with the Tenant's authority in connection with the carrying out of the Works or arising from the failure or omission by the Tenant, its servants, agents or any other party involved in the carrying out of the Works to comply with any of the terms and provisions of this Licence.

(b) No later than 5 (five) working days prior to the commencement of the Works to produce to the Landlord confirmation of the existence of the following insurances required together with evidence of payment of the premium:-

(i) appropriate Contractors All Risks;

(ii) public liability with an indemnity limit of €6,500,000; and

(iii) employers liability insurances with an indemnity limit of €13,000,000,

and such insurances shall, if required, by the Landlord, be extended to include the Landlord with an indemnity to principals clause with the Landlord specifically noted as principal or as joint insured.

(c) To provide such other reasonable evidence of insurances as may be required by the Landlord from time to time, including evidence of renewals.

(d) Subject to Clause 3.6 below, to provide any additional insurance premium payable by the Landlord as a result of the Works.

3.6 **Landlord's Insurance**

The Landlord shall, subject to the discharge by the Tenant of any increased or additional premium associated with same ("Clause 26 Cover"), procure that the Landlord's insurance for the Building maintained under the Lease shall provide for a waiver of all rights of subrogation against the Tenant in relation to any of the following risks:-

(a) fire, storm, tempest, flood; or

(b) bursting or overflowing of water tanks apparatus or pipes; or

(c) explosion, impact, aircraft; or

(d) riot, civil commotion or malicious damage.

3.7 **Reinstatement**

Upon the expiration or earlier termination of the Lease to remove the Works if so required to do so under the terms of the Lease but not otherwise and to carry out such works as may be required to reinstate the Premises in compliance with the terms of the Lease.

4. **Completion of the Works**

4.1 Upon completion of the Works, the Tenant shall notify the Landlord, and the Landlord's Architect shall be at liberty to inspect the same within five (5) Working Days and if the work has been carried out to the satisfaction of the Landlord's Architect, the Tenant's Architect shall issue to the Landlord and the Tenant a certificate that the Tenant has executed the works in accordance with the Tenant's Specifications and the Tenant Consents **PROVIDED ALWAYS** that the Tenant may complete the Works in sections (with each section not being less than a complete floor of the Demised Premises) and this clause will apply mutatis mutandis to each such section. Any failure of the Landlord to carry out any inspection in the relevant time period shall not prevent the Tenant's Architect from issuing the certificate certifying completion of the Tenant's Works or any section.

4.2 If the Landlord objects to the issue of the Tenant's Certificate in respect of the Works, it shall do so in writing to the Tenant such notice to be received by the Tenant within five (5) working days of receipt of a copy of the Tenant's Certificate specifying its objections.

4.3 In the event of a dispute between the Landlord and the Tenant as to whether the Tenant's Certificate should have issued having regard to the objections of the Landlord then the items in dispute shall be referred forthwith to the Independent Architect (the " **Expert** ").

4.4 Where the Expert finds that the Tenant's Certificate should not have issued, that certificate shall have no effect and the Tenant shall procure that any items of works identified by the Expert required to be completed shall be remedied forthwith and a further joint inspection of the relevant works shall be undertaken and on completion of such works the provisions of Clauses 4.1 to 4.3 shall be repeated mutatis mutandis.

4.5 The Expert shall be such independent architect agreed between the parties or appointed at the request of either party by the President (or next most senior available officer) of the Royal Institute of the Architects of Ireland. The Expert shall:

(a) act as an expert and not as an arbitrator and his fees shall be borne by the party against whom he holds or in default of such holding by the parties equally;

(b) afford to the Landlord and the Tenant a reasonable opportunity of stating (whether in writing or otherwise as may be decided by him and within time as he may stipulate in that behalf) reasons in support of such contentions as each party may wish to make relative to the matter or matters under consideration;

(c) be requested to:

(i) inspect the Premises within five (5) Working Days of being requested to resolve such dispute; and

(ii) give a decision within five (5) Working Days of such inspection.

4.6 The determination of the Expert shall be binding on the parties.

4.7 The costs of the determination will be borne by the party against whom the Expert holds, but either party may discharge such costs in order to procure the release of the Expert's determination. Costs so paid by a party in whose favour the Expert holds shall become a debt due to the paying party by the other as a contract debt and (as the case may be) shall be capable of set off against any sums payable under the Lease or otherwise.

5. **Lease**

The Tenant agrees that:

5.1 The covenants on the part of the Tenant contained in this Licence shall be construed as if such covenants were covenants on the part of the Tenant in the Lease; and

5.2 All of the covenants and conditions contained in the Lease save as hereby varied shall as far as the same are applicable be considered to apply henceforth to the Works.

6. **Determination**

If at any time during the continuance of this Licence the Tenant shall, in the opinion of the Landlord (acting reasonably), be in material breach of any of the covenants on its part or conditions contained herein (having been notified of such breach and having failed to remedy the breach within a period of ten (10) Working Days (or such longer period as may be reasonable in light of the nature of the breach)), the Landlord may at any time thereafter by notice to the Tenant determine this Licence whereupon this Licence shall determine but without prejudice to any claim by the Landlord in respect of any antecedent breach of any covenant or condition herein contained.

7. **Landlord and Tenant (Amendment) Act 1980**

The Works shall not be considered as improvements for the purposes of the Landlord and Tenant (Amendment) Act 1980 as they shall be carried out to suit the Tenant's own requirements. Neither the Tenant nor its assignees shall be entitled to any compensation in respect of the Works at the expiry or sooner determination of the Lease or at any other time.

8. **Notices**

8.1 Any demand or notice required to be made or given to or served upon the Tenant under this Licence shall be duly and validly made or given or served if addressed to the Tenant (FAO Legal Department) (and if there shall in any case be more than one of them, then to any one of them) and delivered personally or sent by pre-paid or recorded delivery post addressed:-

(a) in the case of a company, to its registered office; or

(b) in the case of an individual, at its last known address; or

(c) to the demised premises

and unless it is returned through the post office undelivered a notice sent by pre-paid registered or recorded delivery post is to be treated as served on the second working day (being a day other than a Saturday or Sunday or public holiday in Ireland on which clearing banks are generally open for business in Ireland) after posting whenever and whether or not it is received.

8.2 Any notice required to be given to or served on the Landlord under this Licence shall be duly and validly given or served if sent by pre-paid registered or recorded delivery post addressed to the Landlord at its registered office.

9. **Landlord not Liable**

The Works are carried out without any liability on the part of the Landlord or its surveyors, consultants or agents and imply no responsibility on the part of the Landlord or its surveyors, consultants or agents for the Works, their design or execution.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner hereinafter appearing the day and year first herein **WRITTEN**

SCHEDULE 1

(the "Premises")

ALL THAT part of the Building more particularly described in Schedule 1 of the Lease as follows:

" **ALL THAT** the internal and non-structural parts of the Basement, ground, first, mezzanine, second, third, fourth and fifth floors of the Building and which said premises are for the purposes of identification only shown delineated on Plan No. 4, 6, 7, 8, 9, 10, 11 and 12 annexed hereto and thereon in lined red, together with any Landlord's fixtures and fittings in or about the same and all other additions, alterations and improvements thereto which may be carried out during the Term and shall include without limitation the following:-

(a) the floor finishes thereof and the cavity between same and the upper surface of the floor slab of the Building;

(b) the ceiling finishes thereof (including the suspended ceilings (if any)) and the cavity between the ceiling finishes and the under-surface of the floor above or the roof of the Building as the case may be (but excluding, for the avoidance of doubt, the roof of the Building);

(c) all Conduits provided by the Landlord within the Demised Premises which exclusively service the Demised Premises;

(d) the internal plaster surfaces and finishes of all structural and load bearing walls and columns therein or which enclose same but not any other part of such walls or columns;

(e) the entirety of all non-structural or non-load bearing walls and columns therein;

(f) the inner half severed medially of the internal non-load bearing walls (if any) that divide same from other parts of the Building;

(g) all services (including mechanical and electrical services plant and equipment) within and exclusively serving the Demised Premises (including the washrooms and toilets included in the Demised Premises);

(h) all Balconies; and

(i) all glazing and Brise Soleil affixed to the external parts of the Demised Premises.

BUT EXCLUDING any structural parts of the Building that are not comprised or included within the items (a) to (h) above.

AND FURTHER EXCLUDING any part of the Retained Areas."

SCHEDULE 2

(the "Tenant Specifications")

APPENDIX 1

DCC Protocol

Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

Following the receipt of multiple complaints relating to large scale commercial development sites in or adjacent to the Dublin Docklands Area relating to;

1. **Alleged breaches of standard permitted working hours, excessive noise and dust levels, dirt and debris on approach roads, damage to surrounding footpaths, illegal parking, lack of courtesy from contractors and sub contractors to residents in the vicinity.**

2. **Alleged excessive hours of work extensions being sought by contractors and granted by Dublin City Council which is allegedly causing undue disruption to the lives of residents in the vicinity of certain sites in the area.**

The following updated draft protocol has been produced (with reference to the London Good Practice Guide: Noise and Vibration Control for Demolition and Construction produced by the London Authorities Noise Action Forum, July 2016) to alleviate/mitigate some of the issues that are being raised by existing residents in or adjacent to the Docklands Area.

1. General Considerations

All site staff shall be briefed on noise mitigation measures and the application of best practicable means to be employed to control noise.	All sites
Site hoarding should be erected to maximise the reduction in noise levels	All sites
The contact details of the contractor and site manager shall be displayed to the public, together with the permitted operating hours, including any special permissions given for out of hours work	All sites
The site entrance shall be located to minimise disturbance to noise sensitive receptors	All sites
Internal haul routes shall be maintained and steep gradients shall be avoided	All sites
Material and plant loading and unloading shall only take place during normal working hours unless the requirement for extended hours is for traffic management(i.e road closure) or health and reasons(application must be made to DCC a minimum of 4 days prior to proposed works)	All sites
Use rubber linings in chutes, dumpers and hoppers to reduce impact noise	All sites
Minimise opening and shutting of gates through good coordination of deliveries and vehicle movements	All sites
No materials shall be burned on site	All sites
Adequate dust/debris screening should be in place at the site boundary to contain and minimise the amount of windblown dust. This must be maintained in good condition at all times.	All sites
All consignments containing material with the potential to cause air pollution being transported by skips, lorries, trucks or tippers must be covered during transit on and off site.	All sites

The site shall be dampened down as necessary to minimise windblown dust when necessary or during periods of dry weather.	All sites
Dust suppression equipment must be used when point source emissions are likely.	All sites
The entry and exit points to the site should be constructed of hard standing which is regularly dampened to minimise dust emissions.	All sites

2. Plant

Ensure that each item of plant and equipment complies with the noise limits quoted in the relevant European Commission Directive 2000/14/EC	All sites
Fit all plant and equipment with appropriate mufflers or silencers of the type recommended by the manufacturer	All sites
Use all plant and equipment only for the tasks for which it has been designed	All Sites
Shut down all plant and equipment in intermittent use in the intervening periods between work or throttle down to a minimum	All sites
Power all plant by mains electricity where possible rather than generators	All sites
Maximise screening from existing features or structures and employ the use of partial or full enclosures for fixed plant	All sites
Locate movable plant away from noise sensitive receptors where possible	All sites

3. Vehicle activity

Ensure all vehicle movement (on site) occur within normal working hours. (other than where extension of work requiring such movements has been granted in cases of required road closures or for health and safety reasons)	All sites
Plan deliveries and vehicle movements so that vehicles are not waiting or queuing on the public highway, if unavoidable engines should be turned off	All sites
Minimise the opening and closing of the site access through good coordination of deliveries and vehicle movements	All sites
Plan the site layout to ensure that reversing is kept to a minimum	All sites
Where reversing is required use broadband reverse sirens or where it is safe to do so disengage all sirens and use banks-men	All sites
Rubber/neoprene or similar non-metal lining material matting to line the inside of material transportation vehicles to avoid first drop high noise levels.	All sites
Wheel washing of vehicles prior to exiting the site shall take place to ensure that adjoining roads are kept clean of dirt and debris. Regular washing of adjoining streets should also take place as required by road sweepers	All sites

4. Demolition Phase

Employ the use of acoustic screening; this can include planning the demolition sequence to utilise screening afforded by buildings to be demolished.	All sites
If working out of hours for Health and Safety reasons (following approval by DCC) limit demolition activities to low level noise activity unless absolutely unavoidable)	All sites

Use low impact demolition methods such as non-percussive plant where practicable	All sites
Use rotary drills and 'bursters' activated by hydraulic or electrical power or chemically based expansion compounds to facilitate fragmentation and excavation of hard material.	All sites
Avoid the transfer of noise and vibration from demolition activities to adjoining occupied buildings through cutting any vibration transmission path or by structural separation of buildings	All sites
Consider the removal of larger sections by lifting them out and breaking them down either in an area away from sensitive receptors or off site.	All sites

5. Ground Works and Piling Phase

The following hierarchy of groundwork/piling methods should be used if ground conditions, design and safety allows; • pressed in methods, e.g., hydraulic jacking • Auger/bored piling • Diaphragm walling • Vibratory piling or vibro-replacement • Driven Piling or dynamic consolidation	All sites
The location and layout of the piling plant should be designed to minimise potential noise impact of generators and motors	All sites
Where impact piling is the only option utilise a non-metallic dolly between the hammer and driving helmet or enclose the hammer and helmet with an acoustic shroud	All sites
Consider concrete pour sizes and pump locations. Plan the start of concrete pours as early as possible to avoid overruns	All sites
Where obstructions are encountered, work should be stopped and a review undertaken to ensure that work methods that minimise noise are used.	All sites
When using an auger piling rig do not dislodge material from the auger by rotating it back and forth. Use alternate methods where safe to do so.	All sites
Prepare pile caps using methods which minimise the use of breakers, e.g., use hydraulic splitters to crack the top of the pile.	All sites

6. Monitoring

Establish pre-existing levels of ambient noise by baseline monitoring or use of the noise maps.	All sites
Carry out regular on site observation monitoring and checks/audits to ensure that BPM is being used at all times. Such checks shall include; • Hours of work • Presence of mitigation measures • Number and type of plant • Construction methods Site reviews must be recorded and made available for inspection	All sites
Monitor noise continuously during demolition, piling, excavation and sub and superstructure works at agreed locations and report to DCC at agreed intervals	All sites
Appraise and review working methods, processes and procedures on a regular basis to ensure continuous development of BPM	All sites

The ‘ ABC ’ Method detailed in Paragraph E.3.2 of BS 5228-1:2009 shall be used to determine acceptable noise levels for day, evening and night time work.	All sites
Appropriate dust suppression must be employed to prevent fugitive emissions affecting those occupying neighbouring properties or pathways	All sites
Street and footpath cleaning must be undertaken during the demolition and ground works phase to minimise dust emissions	All sites
Continuous dust monitoring along the site boundary should be undertaken during any demolition or ground works	All sites

7. Communication and Liaison

A Community Liaison Plan should be developed by the developer in consultation with local residents/businesses and a single point of contact nominated to engage with Dublin City Council and the residents/businesses and to handle complaints and communication of site information	All sites
Contact details for the site manager and liaison officer should be displayed prominently on the site hoarding	All sites
All site staff should be briefed on the complaints procedure and mitigation requirements and their responsibilities to register and escalate complaints received.	All sites
Send regular updates at appropriate intervals to all indentified affected neighbours/ businesses via a newsletter and post relevant information on the site hoarding. Also make the information available via email/website	All sites
Arrange regular community liaison meetings at appropriate intervals (including prior to commencement of the project in the future).	All sites
Meet regularly with neighbouring construction sites to ensure activities are coordinated to minimise any potential cumulative issues.	All sites

8. Extensions of Working Hours in <u>exceptional</u> circumstances

Ensure at least 4 days notice is given to Dublin City Council when applying for extensions to normal working hours. Do not undertake out of hours work unless permission to do so has been granted.	All sites
The applicant must demonstrate in writing that the works required cannot be carried out during normal working hours. The documentation sent in must be accompanied by a detailed engineering or traffic management or safety case as to why the works are required outside normal hours. The application must give the times and dates of the proposed work, and the mitigation measures that are to be used to minimise noise/disturbance	All sites
Advise neighbours about reasons for and duration of any permitted work s outside of normal working hours, following receipt of approvals from DCC.	All sites
All complaints will be referred directly to the site liaison person and a reply must issue to the complaint within 3 hours of receipt of the complaint.	All sites
A log of all complaints and a summary of how they were dealt with should be kept and be made available to DCC, as required.	All sites

2-3 work extensions will be considered per week to facilitate required concrete pours . Power floating after 6pm is the only activity that will be permitted during the extensions relating to large concrete pours. Measures such as the use of electrical power floats should be considered to minimise noise associated with this work.	All sites
Any breaches of permitted working hours or permitted extended working hours or developers or subcontractors not carrying out their requirements under this protocol will lead to enforcement action and may also result in the withdrawal of any extensions of hours of works for a period that will be at the discretion of Dublin City Council.	All sites

APPENDIX 2

1 SJRQ FIT OUT PROTOCOL

1. Landlord Contacts

The principle Landlord contacts for the 1SJRQ project are as follows;

Name	Position	Telephone	Email
Gerard Doherty	Head of Development Management	086 856 8223	gdoherty@hiberniareit.com
Rory O'Neill	General Manager Windmill Quarter	086 025 8874	roneill@hiberniareit.com
Marcus Dillon	Procurement and Facilities Manager	087 708 8792	mdillon@hiberniareit.com
Anastasia Fetisova	Services Manager	086 467 3745	afetisova@hiberniareit.com

The tenant's fit out contractor (the contractor) will provide a list of personnel and their contacts for the project.

2. CONSENTS

The Landlord understands that the following statutory consents are in place by the Tenant;

a. Fire Safety Certificate specific to the tenant works.

b. Disabled Access Certificate specific to the tenant works.

The Landlord understands that the Tenant has their own Assigned Certifier to lodge the appropriate commencement notice and certify compliance with BC(A)R upon completion of the Tenant fit out works.

All details of same to be forwarded to the Landlord by the contractor.

3. WORKING HOURS

The working hours on site are covered under condition 7 in the planning permission 2836/15, ABP Reg. Ref. PL 29S.245313. The permitted site hours are;

a. Mondays to Fridays 7.00am to 7.00pm.

b. Saturday 8.00am to 2.00pm.

c. Sundays and public holidays – no activity on site.

4. SITE ACCESS AND LOGISTICS

Prior to commencement on site the contractor will arrange for the undertaking of a detailed photographic condition survey in all areas requiring a contractor/Landlord interface.

Access to the basement will be permitted via the vehicular ramp of The Observatory Building, off Windmill Lane. The contractor must provide a stationary security guard at the basement access and on the Creighton Street goods lift entrance who will be responsible for security access into the Basement and goods lift. This stationary security guard must be present at all times while contractors are on site. The contractor should note that this is a shared basement with an existing fully occupied building.

The contractor will be responsible for all traffic management in and out of the basement during the fit-out. The contractor will submit a list of vehicles for approval that will be allowed to park in the building's car-park. The contractor will be responsible for ensuring that a proper dilapidation survey of the basement is carried out prior to fit-out and is responsible for ensuring that is returned to the Landlord as it was received. The contractor will be responsible for traffic management on Creighton street & Windmill Lane around all deliveries to the site. Trucks or vans are not permitted to park on the footpaths at any time. The maximum head height on the basement ramp is 2.1m.

The Landlord will allow access to all floors via the goods lift, from the basement goods lift lobby and the Creighton Street loading bay only. This lift and its surrounds will require careful protection to avoid any damage to it during fit out works and the fit-out contractor's RAMS should note specifically what items it is intended to transport in this lift. This lift has a SWL of 1600kg and the door opening will not facilitate standard 2.4m x 1.2m sheets of plasterboard or plywood.

The contractor will be permitted to access the 4 th and 5 th floors of the building via a goods hoist on to the balconies of these floors subject to the contractor securing all necessary permits from the relevant authorities and satisfying all necessary traffic management conditions.

The contractor will not be permitted to remove any of the glazing or brise soleil from any façade of the building under any circumstances.

The contractor will be issued with 50 access cards all of which will be returned on completion. The contractor will be charged for cards which are not returned.

The contractor will be required to co-operate with the Landlord if they need access to any floor to undertake any minor post commissioning checking or snagging to Landlord riser shafts. The contractor should note that they will not have exclusive access to, or control of the building during their fit-out period as other fit outs may be under way concurrently.

All lights must be switched off at the end of each working day. The contractor will be responsibility for the security of the building.

The site supervisor must sign out with the building's security at the end of each day when all contractors have left the floors.

5. WELFARE FACILITIES

Fit out contractors will be permitted to use the toilets on the ground floor only following a detailed dilapidation survey and the fitting of appropriate levels of protection.

Fit out contractors will be fully responsible for the cleaning and maintaining of the toilets.

Use of the disabled toilet and adjacent cleaners store is prohibited.

The provision of a compound in the basement will be permitted. Every effort should be made to transfer materials to their respective floors from the outset to help minimise the area required at basement level. Clarification is required from the contractor as to how they will protect the newly painted basement floor from damage.

6. Temporary power connection

On the day of the handover of the tenant floors a joint meter reading will be taken and the Landlord's electrical account for the building will be transferred into the contractor's name.

All tenant distribution boards supplying power to the building floors have been tested and commissioned and left isolated as per RECI guidelines. The provision of temporary power will be a contractor responsibility.

7. SITE SPECIFIC RULES

1. The contractor should be aware that the building is located adjacent to the residential community of Creighton Street, City Quay, Windmill Apartments and the Windmill Lane Apartments. There are a few matters in this regard that contractors should be specifically aware of;

   a . Contractors are not permitted to park any vans on the west side of Creighton Street. The residents will not accept the loss of the spaces outside their homes.

   b . Contractor parking is also prohibited on the southern side of Hanover Street East outside Pearse House. Parking will block the line of site to the pedestrian crossing at the junction with Creighton Street. This crossing is used extensively by school children.

   c . The contractor is not permitted to park any cars or vans on the footpath on Windmill Lane.

   d . Written communication with the residents will be essential if the contractor is undertaking out of hours work e.g. temporarily blocking the road, working outside the planning permission hours etc., notwithstanding the fact that the contractor will have a DCC permit for same.

   e . The local community are rigorous in their observation and reporting to DCC of breaches in the hours permitted by planning permission, or infringements on parking.

2 . All access routes where materials are being transported through (stairwells, lobby areas, reception) will need to be adequately protected. The access routes that your contractor is proposing to use should be identified in their RAMS which will require approval by the landlord prior to any works taking place. The designated lift must be fitted out with protective material which will remain in place for the duration of the fit out. All protection is the responsibility of the contractor.

3 . Contractors are not permitted to use the reception or Townhall space of the adjacent 1WML building.

4 . Contractors are not permitted to use the basement locker rooms, bicycle park or showers.

5 . Contractors are not permitted to use the fire man's lifts in stair core 1 or 3 in the building for any purpose.

6 . Smoking is not permitted anywhere in the building or anywhere on the Windmill Quarter campus.

GIVEN under the Common Seal of
HIBERNIA REIT PUBLIC
LIMITED COMPANY
and **DELIVERED** as a **DEED** :

_____
Director

_____
Director/Secretary

GIVEN under the Common Seal of
HUBSPOT IRELAND LIMITED
and **DELIVERED** as a **DEED** :

_____
Director

_____
Director/Secretary

HUBSPOT, Inc.

Name

Title

Appendix 4

Form of Side Letter

EXECUTION VERSION

Hibernia REIT PLC

Hubspot Ireland Limited
One Dockland Central
Guild Street
Dublin 1

and

Hubspot, Inc.
25 First Street
2nd Floor
Cambridge
MA 02141

Re: Agreement for Lease dated 2019 between (1) Hibernia REIT Plc (the " **Landlord** "), (2) Hubspot Ireland Limited (the " **Tenant** ") and (3) Hubspot, Inc. (the " **Guarantor** ") in relation to 1 Sir John Rogerson's Quay, Windmill Quarter, Dublin 2 (the " **Agreement for Lease** ") and lease intended to be granted pursuant to its terms (the " **Lease** ")

Dear Sirs

In consideration of the Tenant entering into the Agreement for Lease, we confirm that:

1. **Definitions and Interpretation**

Defined terms in this Side Letter shall have the same meanings as those ascribed to them in the Lease and the provisions as to interpretation set out in Clause 2 of the Lease shall also apply to this Side Letter.

2. **Lease**

With effect from the date of the grant of the Lease, and notwithstanding its provisions:

(a) Defects

" **Inherent Defects** " means a structural defect (which term shall refer to the entire structure (ie, all of the Building) and not only load bearing elements) arising during the first twelve (12) years of the Term in the Building which is attributable to a defect in the design, workmanship or materials used in the initial construction of the Demised Premises or the Building but excluding any structural defect arising from (i) works carried out by or on behalf of the Tenant and (ii) subsidence, heave or landslip.

(i) It is hereby acknowledged and agreed that the Tenant's repair obligations set out in the Lease shall exclude damage to the Demised Premises arising from any Inherent Defects.

(ii) If the Landlord becomes aware (having been notified in writing by the Tenant, or otherwise) of the presence of any Inherent Defects in the Building which impacts the Demised Premises during the first twelve (12) years of the Term, the Landlord shall at its own cost procure that such Inherent Defects and all damage arising from such Inherent Defects are remedied in good and workmanlike manner as soon as practicable. The Tenant shall not be liable to contribute towards the costs incurred by the Landlord in remedying Inherent Defects or any damage arising from such Inherent Defects as aforesaid through any of the Estate, Basement or Building Service Charges or otherwise.

(b) Rent Free Period

The Tenant shall be entitled to a rent free period of four (4) months commencing on the Term Commencement Date. For the avoidance of doubt this rent free period shall apply to the Initial Rent only and the Tenant shall discharge all other sums payable in accordance with the Lease as they fall due.

(c) Pet access

The Tenant may allow employees to bring pets onto the Demised Premises, **PROVIDED ALWAYS** that such access does not become a nuisance or cause damage or disturbance to the Landlord or the owners, tenants or occupiers of the Building or any part of the Estate. Such pet access is strictly subject to the reasonable written rules or regulations regarding pet access made by the Landlord and / or the Management Company for the benefit of the Building and/or the Estate from time to time acting reasonably and in accordance with the principles of good estate management.

(d) Naming Rights

(i) The Landlord agrees, subject to the Tenant obtaining any necessary planning permissions and its compliance with Clause 4.24 of the Lease, that for so long as the Tenant is the party named in the Lease as tenant of the Demised Premises, the Tenant shall have the sole and exclusive right to name the Building, subject to the prior written consent of the Landlord which consent shall not be unreasonably withheld or delayed) Provided that it shall be deemed reasonable for the Landlord to refuse consent on the basis that the proposed name is offensive or likely to upset public sentiment and **FOR THE AVOIDANCE OF DOUBT** the Landlord hereby confirms its approval of the name "HubSpot House".

(ii) The Landlord covenants that for so long only as the Tenant is in occupation of 50% or more of the Floor Area of the Demised Premises it shall not during such period erect or procure or permit the erection of signage (except in favour of the Tenant) on the exterior of the Demised Premises either for its own benefit or for the benefit of any third party,.

(e) Permitted User

The Landlord acknowledges that, subject to the Tenant obtaining any necessary planning permissions and compliance with Clause 4.24 of the Lease, the Tenant may from time to time hold catered, promotional and entertainment events at the Premises to which employees, customers, service provider, agents, business partners and members of the public will be invited.

The Tenant may provide food and beverages (including alcoholic beverages) at the Premises, subject to compliance with all relevant laws.

(f) Notification of Available Space

The Landlord agrees to notify the Tenant in advance of advertising if intending to advertise all and any available office space located within the Estate and then owned by the Landlord (or any related entity) and giving the Tenant a reasonable opportunity to take up that space on reasonable commercial terms.

PROVIDED ALWAYS that the Landlord shall not be obliged to notify the Tenant of any available space in the event that the Tenant is in notified and material breach of any of the covenants and conditions of the Lease at the relevant time.

(g) Townhall Space

The Landlord acknowledges that use by the Tenant of the townhall event space located in the adjoining building known as 1 WML shall be permitted SUBJECT TO: (i) the Tenant discharging all fees associated with such use; and (ii) the Tenant complying with all and any rules and regulations required by the Landlord (or by any statutory authority) in connection with such use including compliance with the Planning Acts and any permissions granted thereunder.

(h) Miscellaneous

The provisions of this Side Letter are provided for the benefit of Hubspot Ireland Limited, Hubspot, Inc. and any Group Company thereof occupying the Demised Premises without the need for any assignment of its terms.

This Side Letter shall be binding on and for the benefit of the successors in title of the Landlord without the need for any assignment hereof.

For the avoidance of doubt, the Tenant shall be liable for all other obligations under the Lease.

This Side Letter may be executed in any number of counterparts and by the parties to this Side Letter on separate counterparts, each of which, when executed and delivered, shall constitute an original but all the counterparts together constitute but one and the same instrument.

By signing the counterpart of this Side Letter you confirm that you acknowledge and accept the above terms.

Yours faithfully

_____

For and on behalf of

Hibernia REIT PLC

We hereby agree to be bound by the terms of this Side Letter.

_____

Signed for and on behalf of

HUBSPOT IRELAND LIMITED

We hereby agree to be bound by the terms of this Side Letter.

_____

Signed for and on behalf of

HUBSPOT, INC.

Appendix 5

DCC Protocol

Comhairle Cathrach Bhaile Átha Cliath
Dublin City Council

Following the receipt of multiple complaints relating to large scale commercial development sites in or adjacent to the Dublin Docklands Area relating to;

1. **Alleged breaches of standard permitted working hours, excessive noise and dust levels, dirt and debris on approach roads, damage to surrounding footpaths, illegal parking, lack of courtesy from contractors and sub-contractors to residents in the vicinity.**

2. **Alleged excessive hours of work extensions being sought by contractors and granted by Dublin City Council which is allegedly causing undue disruption to the lives of residents in the vicinity of certain sites in the area.**

The following updated draft protocol has been produced (with reference to the London Good Practice Guide: Noise and Vibration Control for Demolition and Construction produced by the London Authorities Noise Action Forum, July 2016) to alleviate/mitigate some of the issues that are being raised by existing residents in or adjacent to the Docklands Area.

1 . General Considerations

All site staff shall be briefed on noise mitigation measures and the application of best practicable means to be employed to control noise.	All sites
Site hoarding should be erected to maximise the reduction in noise levels	All sites
The contact details of the contractor and site manager shall be displayed to the public, together with the permitted operating hours, including any special permissions given for out of hours work	All sites
The site entrance shall be located to minimise disturbance to noise sensitive receptors	All sites
Internal haul routes shall be maintained and steep gradients shall be avoided	All sites
Material and plant loading and unloading shall only take place during normal working hours unless the requirement for extended hours is for traffic management(i.e road closure) or health and reasons(application must be made to DCC a minimum of 4 days prior to proposed works)	All sites
Use rubber linings in chutes, dumpers and hoppers to reduce impact noise	All sites
Minimise opening and shutting of gates through good coordination of deliveries and vehicle movements	All sites
No materials shall be burned on site	All sites
Adequate dust/debris screening should be in place at the site boundary to contain and minimise the amount of windblown dust. This must be maintained in good condition at all times.	All sites
All consignments containing material with the potential to cause air pollution being transported by skips, lorries, trucks or tippers must be covered during transit on and off site.	All sites
The site shall be dampened down as necessary to minimise windblown dust when necessary or during periods of dry weather.	All sites

Dust suppression equipment must be used when point source emissions are likely.	All sites
The entry and exit points to the site should be constructed of hard standing which is regularly dampened to minimise dust emissions.	All sites

2 . Plant

Ensure that each item of plant and equipment complies with the noise limits quoted in the relevant European Commission Directive 2000/14/EC	All sites
Fit all plant and equipment with appropriate mufflers or silencers of the type recommended by the manufacturer	All sites
Use all plant and equipment only for the tasks for which it has been designed	All Sites
Shut down all plant and equipment in intermittent use in the intervening periods between work or throttle down to a minimum	All sites
Power all plant by mains electricity where possible rather than generators	All sites
Maximise screening from existing features or structures and employ the use of partial or full enclosures for fixed plant	All sites
Locate movable plant away from noise sensitive receptors where possible	All sites

3 . Vehicle activity

Ensure all vehicle movement (on site) occur within normal working hours. (other than where extension of work requiring such movements has been granted in cases of required road closures or for health and safety reasons)	All sites
Plan deliveries and vehicle movements so that vehicles are not waiting or queuing on the public highway, if unavoidable engines should be turned off	All sites
Minimise the opening and closing of the site access through good coordination of deliveries and vehicle movements	All sites
Plan the site layout to ensure that reversing is kept to a minimum	All sites
Where reversing is required use broadband reverse sirens or where it is safe to do so disengage all sirens and use banks-men	All sites
Rubber/neoprene or similar non-metal lining material matting to line the inside of material transportation vehicles to avoid first drop high noise levels.	All sites
Wheel washing of vehicles prior to exiting the site shall take place to ensure that adjoining roads are kept clean of dirt and debris. Regular washing of adjoining streets should also take place as required by road sweepers	All sites

4 . Demolition Phase

Employ the use of acoustic screening; this can include planning the demolition sequence to utilise screening afforded by buildings to be demolished.	All sites
If working out of hours for Health and Safety reasons (following approval by DCC) limit demolition activities to low level noise activity unless absolutely unavoidable)	All sites
Use low impact demolition methods such as non-percussive plant where practicable	All sites
Use rotary drills and ‘bursters’ activated by hydraulic or electrical power or chemically based expansion compounds to facilitate fragmentation and excavation of hard material.	All sites
Avoid the transfer of noise and vibration from demolition activities to adjoining occupied buildings through cutting any vibration transmission path or by structural separation of buildings	All sites
Consider the removal of larger sections by lifting them out and breaking them down either in an area away from sensitive receptors or off site.	All sites

5 . Ground Works and Piling Phase

The following hierarchy of groundwork/piling methods should be used if ground conditions, design and safety allows; • pressed in methods, e.g., hydraulic jacking • Auger/bored piling • Diaphragm walling • Vibratory piling or vibro-replacement • Driven Piling or dynamic consolidation	All sites
The location and layout of the piling plant should be designed to minimise potential noise impact of generators and motors	All sites
Where impact piling is the only option utilise a non-metallic dolly between the hammer and driving helmet or enclose the hammer and helmet with an acoustic shroud	All sites
Consider concrete pour sizes and pump locations. Plan the start of concrete pours as early as possible to avoid overruns	All sites
Where obstructions are encountered, work should be stopped and a review undertaken to ensure that work methods that minimise noise are used.	All sites
When using an auger piling rig do not dislodge material from the auger by rotating it back and forth. Use alternate methods where safe to do so.	All sites
Prepare pile caps using methods which minimise the use of breakers, e.g., use hydraulic splitters to crack the top of the pile.	All sites

6 . Monitoring

Establish pre-existing levels of ambient noise by baseline monitoring or use of the noise maps.	All sites
Carry out regular on site observation monitoring and checks/audits to ensure that BPM is being used at all times. Such checks shall include; • Hours of work • Presence of mitigation measures • Number and type of plant • Construction methods Site reviews must be recorded and made available for inspection	All sites
Monitor noise continuously during demolition, piling, excavation and sub and superstructure works at agreed locations and report to DCC at agreed intervals	All sites
Appraise and review working methods, processes and procedures on a regular basis to ensure continuous development of BPM	All sites
The ‘ABC’ Method detailed in Paragraph E.3.2 of BS 5228-1:2009 shall be used to determine acceptable noise levels for day, evening and night time work.	All sites
Appropriate dust suppression must be employed to prevent fugitive emissions affecting those occupying neighbouring properties or pathways	All sites
Street and footpath cleaning must be undertaken during the demolition and ground works phase to minimise dust emissions	All sites
Continuous dust monitoring along the site boundary should be undertaken during any demolition or ground works	All sites

7 . Communication and Liaison

A Community Liaison Plan should be developed by the developer in consultation with local residents/businesses and a single point of contact nominated to engage with Dublin City Council and the residents/businesses and to handle complaints and communication of site information	All sites
Contact details for the site manager and liaison officer should be displayed prominently on the site hoarding	All sites
All site staff should be briefed on the complaints procedure and mitigation requirements and their responsibilities to register and escalate complaints received.	All sites
Send regular updates at appropriate intervals to all identified affected neighbours/ businesses via a newsletter and post relevant information on the site hoarding. Also make the information available via email/website	All sites
Arrange regular community liaison meetings at appropriate intervals (including prior to commencement of the project in the future).	All sites
Meet regularly with neighbouring construction sites to ensure activities are coordinated to minimise any potential cumulative issues.	All sites

8 . Extensions of Working Hours in <u>exceptional</u> circumstances

Ensure at least 4 days' notice is given to Dublin City Council when applying for extensions to normal working hours. Do not undertake out of hours work unless permission to do so has been granted.	All sites
The applicant must demonstrate in writing that the works required cannot be carried out during normal working hours. The documentation sent in must be accompanied by a detailed engineering or traffic management or safety case as to why the works are required outside normal hours. The application must give the times and dates of the proposed work, and the mitigation measures that are to be used to minimise noise/disturbance	All sites
Advise neighbours about reasons for and duration of any permitted work s outside of normal working hours, following receipt of approvals from DCC.	All sites
All complaints will be referred directly to the site liaison person and a reply must issue to the complaint within 3 hours of receipt of the complaint.	All sites
A log of all complaints and a summary of how they were dealt with should be kept and be made available to DCC, as required.	All sites
2-3 work extensions will be considered per week to facilitate required concrete pours . Power floating after 6pm is the only activity that will be permitted during the extensions relating to large concrete pours. Measures such as the use of electrical power floats should be considered to minimise noise associated with this work.	All sites
Any breaches of permitted working hours or permitted extended working hours or developers or subcontractors not carrying out their requirements under this protocol will lead to enforcement action and may also result in the withdrawal of any extensions of hours of works for a period that will be at the discretion of Dublin City Council.	All sites

Appendix 6

Fit Out Protocol

1 SJRQ

1 . Landlord Contacts

The principle Landlord contacts for the 1SJRQ project are as follows;

Name	Position	Telephone	Email
Gerard Doherty	Head of Development Management	086 856 8223	gdoherty@hiberniareit.com
Rory O'Neill	General Manager Windmill Quarter	086 025 8874	roneill@hiberniareit.com
Marcus Dillon	Procurement and Facilities Manager	087 708 8792	mdillon@hiberniareit.com
Anastasia Fetisova	Services Manager	086 467 3745	afetisova@hiberniareit.com

The tenant's fit out contractor (the contractor) will provide a list of personnel and their contacts for the project.

2 . CONSENTS

The Landlord understands that the following statutory consents are in place by the Tenant;

a. Fire Safety Certificate specific to the tenant works.

b. Disabled Access Certificate specific to the tenant works.

The Landlord understands that the Tenant has their own Assigned Certifier to lodge the appropriate commencement notice and certify compliance with BC(A)R upon completion of the Tenant fit out works.

All details of same to be forwarded to the Landlord by the contractor.

3 . WORKING HOURS

The working hours on site are covered under condition 7 in the planning permission 2836/15, ABP Reg. Ref. PL 29S.245313. The permitted site hours are;

a. Mondays to Fridays 7.00am to 7.00pm.

b. Saturday 8.00am to 2.00pm.

c. Sundays and public holidays – no activity on site.

4 . SITE ACCESS AND LOGISTICS

Prior to commencement on site the contractor will arrange for the undertaking of a detailed photographic condition survey in all areas requiring a contractor/Landlord interface.

Access to the basement will be permitted via the vehicular ramp of The Observatory Building, off Windmill Lane. The contractor must provide a stationary security guard at the basement access and on the Creighton Street goods lift entrance who will be responsible for security access into the Basement and goods lift. This stationary security guard must be present at all times while contractors are on site. The contractor should note that this is a shared basement with an existing fully occupied building.

The contractor will be responsible for all traffic management in and out of the basement during the fit-out. The contractor will submit a list of vehicles for approval that will be allowed to park in the building's car-park. The contractor will be responsible for ensuring that a proper dilapidation survey of the basement is carried out prior to fit-out and is responsible for ensuring that is returned to the Landlord as it was received. The contractor will be responsible for traffic management on Creighton street & Windmill Lane around all deliveries to the site. Trucks or vans are not permitted to park on the footpaths at any time. The maximum head height on the basement ramp is 2.1m.

The Landlord will allow access to all floors via the goods lift, from the basement goods lift lobby and the Creighton Street loading bay only. This lift and its surrounds will require careful protection to avoid any damage to it during fit out works and the fit-out contractor's RAMS should note specifically what items it is intended to transport in this lift. This lift has a SWL of 1600kg and the door opening will not facilitate standard 2.4m x 1.2m sheets of plasterboard or plywood.

The contractor will be permitted to access the 4 th and 5 th floors of the building via a goods hoist on to the balconies of these floors subject to the contractor securing all necessary permits from the relevant authorities and satisfying all necessary traffic management conditions.

The contractor will not be permitted to remove any of the glazing or brise soleil from any façade of the building under any circumstances.

The contractor will be issued with 50 access cards all of which will be returned on completion. The contractor will be charged for cards which are not returned.

The contractor will be required to co-operate with the Landlord if they need access to any floor to undertake any minor post commissioning checking or snagging to Landlord riser shafts. The contractor should note that they will not have exclusive access to, or control of the building during their fit-out period as other fit outs may be under way concurrently.

All lights must be switched off at the end of each working day. The contractor will be responsibility for the security of the building.

The site supervisor must sign out with the building's security at the end of each day when all contractors have left the floors.

5 . WELFARE FACILITIES

Fit out contractors will be permitted to use the toilets on the ground floor only following a detailed dilapidation survey and the fitting of appropriate levels of protection.

Fit out contractors will be fully responsible for the cleaning and maintaining of the toilets.

Use of the disabled toilet and adjacent cleaners store is prohibited.

The provision of a compound in the basement will be permitted. Every effort should be made to transfer materials to their respective floors from the outset to help minimise the area required at basement level. Clarification is required from the contractor as to how they will protect the newly painted basement floor from damage.

6 . Temporary power connection

On the day of the handover of the tenant floors a joint meter reading will be taken and the Landlord's electrical account for the building will be transferred into the contractor's name.

All tenant distribution boards supplying power to the building floors have been tested and commissioned and left isolated as per RECI guidelines. The provision of temporary power will be a contractor responsibility.

7 . SITE SPECIFIC RULES

1. The contractor should be aware that the building is located adjacent to the residential community of Creighton Street, City Quay, Windmill Apartments and the Windmill Lane Apartments. There are a few matters in this regard that contractors should be specifically aware of;

    a . Contractors are not permitted to park any vans on the west side of Creighton Street. The residents will not accept the loss of the spaces outside their homes.

    b . Contractor parking is also prohibited on the southern side of Hanover Street East outside Pearse House. Parking will block the line of site to the pedestrian crossing at the junction with Creighton Street. This crossing is used extensively by school children.

    c . The contractor is not permitted to park any cars or vans on the footpath on Windmill Lane.

    d . Written communication with the residents will be essential if the contractor is undertaking out of hours work e.g. temporarily blocking the road, working outside the planning permission hours etc., notwithstanding the fact that the contractor will have a DCC permit for same.

    e . The local community are rigorous in their observation and reporting to DCC of breaches in the hours permitted by planning permission, or infringements on parking.

2 . All access routes where materials are being transported through (stairwells, lobby areas, reception) will need to be adequately protected. The access routes that your contractor is proposing to use should be identified in their RAMS which will require approval by the landlord prior to any works taking place. The designated lift must be fitted out with protective material which will remain in place for the duration of the fit out. All protection is the responsibility of the contractor.

3 . Contractors are not permitted to use the reception or Townhall space of the adjacent 1WML building.

4 . Contractors are not permitted to use the basement locker rooms, bicycle park or showers.

5 . Contractors are not permitted to use the fire man’s lifts in stair core 1 or 3 in the building for any purpose.

6 . Smoking is not permitted anywhere in the building or anywhere on the Windmill Quarter campus.

Appendix 7

CAT A Works

1-3 and 6 SJRQ

The CAT A fit out for the main floor plates includes the following: -

Raised Access Floors – Supplied and fitted by the Landlord.

Credit in lieu of: -

- Floor Finishes
  - Type FLS-151 Carpet Tiling; 250mm x 1000mm, Tufted loop pile carpet tiles.

- Suspended Ceilings
  - CLG-301 Metal Ceiling System; SAS; Tiles, 330 grid ceiling system; hinge-down and slideable; bevelled edges.

- Mechanical
  - Fresh air ductwork on the floorplate
  - Fan Coil units
  - Secondary ductwork from FCU's
  - LPHW/CHW pipework on the floorplate
  - Insulation of above
  - Air Diffusers

- Electrical
  - Power Containment on the floorplate
  - Underfloor Power busbar
  - Lighting containment and general light fittings on the floorplate
  - Emergency lighting on the floorplate
  - Lighting control on the floorplate
  - Fire alarm on the floorplate

4-5 SJRQ

The 4 and 5 SJRQ CAT A Works for which the €27,000 credit allows for: -

- Carpet;.
- Painted ceilings; and
- Wall painting.

4 and 5 SJRQ will be left in the manner detailed in the Lease, to include generally: -

- Wall mounted radiators will be provided;
- The Western wall of SJRQ will be boarded and plastered on all floors, and will contain power sockets and data sockets;
- The North, South and East walls will generally be left as exposed brickwork;
- The Western wall of the stair core in 5 SJRQ will have a power and data socket on each level;
- Ceiling will have light fittings and separate emergency light fittings and smoke heads;
- The 5 th floor of both 4 and 5 SJRQ will have hardwood flooring fitted; and
- A duct will supply fresh air in both 4 and 5 SJRQ.

See also the 1SJRQ technical pack

Appendix 8

Tenant's Works Design Intent

The project consists of the full fit out of 111,796ft2 of office space at 1SJRQ. The Tenant's Works will consist of the following core elements:

- New open plan desk areas
- Cellular Offices
- External roof deck staff congregation and collaboration areas
- A staff Interactive area with food consumption areas (including tea / coffee machines, microwave ovens).
- On-site food preparation / restaurant offering
- Bar fitout
- Copy / Print Areas
- Meeting Rooms
- Internal Collaboration Areas
- Main and Intermediary Comms Rooms
- Storage Areas
- Reception Area
- Roof and facade corporate brand signage
- Security / FM Offices in Basement
- Generator enclosures to Basement
- Conference / Town Hall Space
- Refreshment Area in Town Hall Space
- "Market" look and feel to the atrium Concourse Area
- Roof plant farm
- Basement plant farm

GENERAL BUILDING WORKS

- New ceilings and raised access floors
- Provision of partitioning to create the new cellular spaces including doors and glazing
- Provision of the new Tea stations and refreshment areas
- Blinds / Drapes to external facades
- Manifestation and graphics
- Feature Joinery
- Floor finishes
- Feature wall finishes
- General builders attendances

M&E WORKS

- Provision of supplemental air conditioning to cellular offices, meeting rooms and the conference area
- Plumbing & Drainage to Tea stations, refreshment areas and water points in the office / meeting areas
- Full restaurant fitout
- Bar fitout
- General services installation including underfloor power distribution
- Lighting and emergency lighting installation
- Lighting control system installation
- Protective services installation
- CCTV and Access Control
- Speed Lane Security Turnstiles
- Basement Generator & UPS Units
- Roof Mounted Satellite Dishes
- Roof & Basement Mounted Plant
- Full A/V Installation

- Passive and Live IT Installation with connections via building risers
- Electrical works to the mechanical installations
- Local BMS installation

Appendix 9

Landlord's Outline Specification for delivery of Demised Premises

OUTLINE SPECIFICATION

1-6 Sir John Rogerson's Quay

October 2018

INTRODUCTION

1-6 SJRQ is a new office building over 6 stories with a single level basement. The office reception is positioned at the main building entrance facing Sir John Rogerson's Quay within a full height glazed atrium. The reception is designed to service a single occupant or multiple tenants and provides direct access to the vertical circulation in the central core. A second entry point is provided through No. 6 Sir John Rogerson's Quay and a service set-down point and entry point from Creighton Street.

The typical office floors are arranged around a central core for vertical circulation and ancillary services. Structural columns are arranged at the perimeter of the floor plates to maximize open space and to provide flexible and substantially column free floor plates.

The refurbishment of the existing protected structures at number 4 and 5 Sir John Rogerson's Quay connect with the new building at all levels to also provide office accommodation.

The new building consists of:

Ground Floor:

- Office reception, office accommodation and associated toilet facilities, electrical substation

Basement:

- Office car parking: 31 spaces including 2 disabled (accessed from the ramp through the adjacent Observatory Building)
- Bicycle parking: 300 spaces (accessed from the ramp through the adjacent Observatory Building)
- Bicycle repair area
- Shower & Changing facilities: 20 showers + 200 lockers
- Drying room
- Refuse store
- Plant rooms
- Tenant store

Roof Level:

- Plant Enclosure for landlord and tenant plant

1 st -5 th Floors:

- Office accommodation and associated toilet facilities

Building Dimensions:

Structural grid:	Generally 7.5x12m or 7.5m x 15m.
Planning grid:	The building is designed to accommodate a 1.5metre – 3m planning grid, following through from window location to ceiling and lighting layouts.
Floor to Floor:	4.0m for Office Floors.
	Retail Units at Ground Floor vary between 6.0m and 6.35m.
	At Basement level this varies between the car park at 3.7m to the ancillary accommodation, bike store, showers and changing areas at c. 3.3m and the Tenant Amenity Space at 5.150m
Structural System:	A structural steel frame and 150mm composite floor slabs designed and constructed to carry a floor loading of 5kn/sq. metre (4 +1).

	Perimeter columns are generally on a 7.5m, 12m or 15m module. The office floor plates are clear spanning from the core to the façade.
Floor Zone:	150mm (including raised access floor tiles).
Ceiling Zone:	900mm in depth (including cellular beam and ceiling finishes).
Clear floor to Ceiling Height:	Office floors, the floor to ceiling height will be 2800mm. Ground Floor office area on WML, the floor to ceiling height will be 5100mm. Ground floor Own Door Office, the floor to ceiling height will be 4250mm. Ground floor reception, the floor to soffit of the reception atrium will be 20.0m
Floor Loadings:	Office Floors 4kn/sq. metre per person plus 1 kn/sqm partitions (4 +1).

Design Standards/References:

The building is required to comply inter-alia with the following Acts and Regulations.

- BCO Guide – Best Practice in Specification for offices.
- LEED Assessment Criteria.
- The Planning and Development Act 2000 (as amended) and the Regulations made thereunder.
- The Building Control Acts 1990, the Regulations made there under and the building control amendment regulations 2013.
- The Health Safety and Welfare at Work Act 2005 and the Regulations made thereunder.
- The Office Premises Act.

Design Criteria:

The building is designed to the following criteria:

Occupancy rate for Sanitary Provision: WC design density - 1 Person / 8m2, 60:60 Male:Female (based on total building provision). Disabled WC provision in accordance with TGD M2010.

Car Parking Provision: 31no. spaces including 2no. spaces for disabled drivers.

Sub-Division:

The building and the arrangement of services is designed for a single tenant occupancy or a multi-tenancy arrangement. From 1st to Fifth Floor the floor plates can be sub-divided into two self-contained tenancies.

LANDLORD SPECIFICATION
RECEPTION AND LIFT LOBBIES

Reception/ Atrium:

Floors:	Large format natural stone floor with a honed finish
Atrium Walls/Ceilings:	Plasterboard ceiling system with a polished finish with illuminated recess detailing
Reception desk:	A bespoke unit of high-quality to the main reception.

Lift Lobbies:

Walls:	Large format natural stone wall cladding; vertical wall panels

Floors:	Large format natural stone floor and skirting.
Ceiling:	Plasterboard ceiling with illuminated recess detail.
Doors:	Frameless glass sliding doors to the office accommodation.

Passenger Lifts:

Size:	4 No. 15 person
Waiting time:	Passenger lift peak average interval is less than 25 seconds
	Two separate lifts performs as firefighting lifts
	A separate goods lift of 1250kg capacity is located in the core.

Toilets:

Walls:	Large formal natural stone wall cladding; Moisture resistant plasterboard lining with eggshell paint finish.
Floors:	Large format natural stone floor and skirting.
Ceilings:	Dry lining with emulsion paint with ceiling mounted light fittings.
Doors:	Solid core hardwood flush doors; veneered finish and integrated vertical wall panel system finish.
WC cubicles:	Flush full height solid toilet cubicles with glazed door and rear panel finish.
Vanity units:	Corian formed wash hand basin and vanity unit incorporating soap dispenser and motion-controlled mixer-tap. Bespoke mirror over, incorporating under mirror illumination and concealed paper towel dispenser beneath.
Sanitary ware:	Wall hung WC pans and urinals with concealed cisterns.

LANDLORD SPECIFICATION
OFFICE AREAS

Walls:	Dry-lining with emulsion paint finish.
Floors:	600mm x 600mm access flooring medium duty
Columns:	Paint Finish
Ceiling:	Metal suspended ceiling system to suit 1.5m square planning module. Perforated 600mm x 600mm ceiling tiles with linear plasterboard margins. System to incorporate light fittings, diffusers, smoke detectors, illuminated signage.

STAIRS

Main Stairs

Walls:	Dry-lining with emulsion paint finish.
Floors:	Natural stone floor finish from lower ground to first floor level with high quality carpet above
Ceiling:	Painted plasterboard system to incorporate light fittings illuminated signage.
Handrails:	Stainless steel balustrade with glass guarding and stainless steel handrail

Secondary Stairs

Walls:	Emulsion-painted dry lining.
Floors:	High quality carpet
Ceiling:	Painted plasterboard system to incorporate light fittings illuminated signage.
Handrails:	Stainless steel balustrade with glass guarding and stainless steel handrail

Showers, Changing & Locker Rooms

Space is provided at basement level for shower and changing facilities, lockers and a tenant amenity space.

Walls:	Large format natural stone wall cladding; Moisture resistant plasterboard lining with eggshell paint finish/ porcelain Wall Tiles.
Floors:	Large format porcelain tiled floor and skirting.
Ceilings:	Painted plasterboard.
Doors:	Solid core hardwood flush doors; Timber veneered finish.
WC cubicles:	Flush full height solid toilet cubicles with glazed door and rear panel finish.
Vanity units:	Corian formed wash hand basin and vanity unit incorporating soap dispenser and motion-controlled mixer-tap. Bespoke mirror over, incorporating under mirror.
Sanitary ware:	Wall hung WC pans and urinals with concealed cisterns.

Car Park Area

Walls:	Concrete block and insitu concrete internal walls; plasterboard lining with emulsion paint finish.
Floors:	Insitu concrete floor with Paint Finish. Including line marking for Parking Bays and Floor Signage.
Columns:	Paint Finish
Ceilings:	Soffit insulation to car park soffit and steelwork.
Doors:	Flush paint finish fire rated doors with stainless steel ironmongery.

Outline Electrical Specification

- Main building distribution boards.
- Sub distribution boards on floor plates.
- Energy- saving LED lighting in reception core and circulation areas.
- Emergency lighting installation in accordance with IS 3217:2013 in the core areas
- Proximity card access control system to building entrances.
- Intruder alarm system monitors the building perimeter.
- CCTV cameras monitor reception entrances, external access routes and access-controlled doors on building perimeter.
- Fully addressable fire alarm system in accordance with IS 3218:2013 in the core areas.

Outline Mechanical Specification

- Central HWS storage and boosted hot water services generated by high-efficiency low NOx gas-fired boiler LPHW heating system.
- Mains water and cold-water storage and distribution.
- High-efficiency water-cooled chillers with dry air coolers at roof level.

- LPHW & CHW pipework risers with heat meters at each floor.
- Air-handling plant at roof level with high-efficiency thermal wheel heat recovery for office zones and toilet core.
- Main fresh air ductwork terminating on each floor.
- Rainwater harvesting system.
- Building Energy Management System (BEMS) with front end PC to monitor and control main HVAC equipment.

OUTLINE SPECIFICATION OF EXTERNAL ENVELOPE

A bespoke glazed façade system to the North and West Façade on Sir John Rogerson's Quay and Creighton Street: Glazing spanning full height (4.0m) and shuffle-glazed into proprietary thermally broken framing at floor and ceiling level with the glazing flush internally. The vertical façade glass to be double glazed with laminate safety glass to both internal and external leafs and incorporates a solar neutral coating.

Fire stopping is incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail. Laminated vertical glass fins, are positioned externally spanning full height and are restrained at top and bottom with bespoke anchors disappearing into to a slender aluminium toe detail located horizontally at each office floor level. The top and bottom anchors allow a visible gap between it and the façade glass. Lighting is incorporated into the facade system to illuminate the glass fins.

The South West façade to Creighton Street and Windmill Lane at the typical office floor level is a unitised curtain walling system with aluminium framing, anodised finish, nominally 1.5/3.0m wide x 4m high.

The system is thermally broken, pressure equalized, ventilated, self-draining, flush-glazed with externally mounted horizontal glass brise soleil system. The horizontal glass brise soleil with incorporated frit pattern providing solar shading spanning 1.5/3.0mm and restrained via bespoke stainless steel cantilever arms which are affixed to the main unitised framing.

The vertical façade glass is double glazed with laminate safety glass to both internal and external leafs. Fire stopping is incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.

The South West and South Façade to Creighton Street and Windmill Lane at the upper office floor levels is a unitized curtain walling system with aluminum framing, anodized finish, nominally 1.5/3.0m (w) x 4.0m (h) units. Vertical anodised aluminium fins span 4.0mm and are restrained via bespoke stainless steel fixings which attach to the main horizontal unitised framing.

The anodised aluminium fins are of varying profile/angle (on plan) to create a variated effect. Fire stopping to be incorporated within ceiling header adjacent to glass with in tumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.

Courtyard Facades facing The Observatory Building:

The glazed system is a factory fabricated unitised aluminium curtain walling system – nominally 1.5m (w) x 4.0m (h) units with anodised aluminium framing– thermally broken, pressure equalized, ventilated, self-draining, flush-glazed SG bonded.

The vertical façade glass to be double glazed with laminate safety glass to both internal and external leafs and to incorporate solar neutral coating to face 4. Fire stopping to be incorporated within ceiling header adjacent to glass with intumescent seal to back of glass face. Blind box provision integrated within the perimeter bulkhead detail.

Ground Floor Retail Facades facing Creighton Street and Windmill Lane :

The retail units are to be a fully glazed glass fin curtain walling system. High performance double glazing is mounted via a pressure equalized toggle fixed proprietary modified SG curtain walling system solution. The glazing is performance coated, clear double-glazed units and laminated Class A safety glass to both internal and external leaf's.

Thermally broken, pressure equalized, discretely self-draining, silicone jointed, stick system polyester powder-coated, structurally bonded to a vertical spanning laminated glass fin. Curtain walling mullion to be either proprietary glass-fin add-on solution or modified slim-line mullion, machined to fit glass fin thickness. Glass fins to be clear reduced iron laminated with fully polished edges.

North, West and South Facades :

Vertical and horizontal stone fins and projecting stone to north, west and south elevations. Stone cladding panels to the East façade stair. Stone cladding panels to the ground floor columns, ESB substation and plinth. Stone cladding panels fixes to steel cladding rail system.

All the curtain wall systems will comply as a minimum, with the relevant and current forms of all local national codes and standards and Building Regulations, British Standards, Euronorms (including harmonised Euronorms), DIN Standards, ASTM Standards, CWCT Guidelines and Technical Notes.

The glass replacement strategy includes for external replacement with a local internal access requirement to facilitate the safe removal and replacement.

EXTERNAL LANDSCAPING

Ground Floor Courtyard:	Large external courtyard at ground floor level with extensive high quality planting and natural stone finishes.
4 th and 5 th Floor Terraces:	Generous stone paved roof terraces at 4th and 5th floor levels.

Appendix 10

BIM Specification

1 Asset Model

The Hibernia REIT plc asset information model will deliver to the client a digital 3D model of the as built project. The Asset Information Model will be delivered as an intergrade system with the digital safety file using the DFM system. This will comprise of a fully federated 3D model with all assets / objects fully linked back to the digital safety file. Information will be readily accessible from either the 3D model or via the digital safety file data base with detailed searchable meta data. Together with the DFM user interface we will be delivering the native model files in a number of industry standard file formats along with COBie spreadsheet information. Hibernia REIT plc Construction and DFM will engage with the Hiebernia Reit Facility management team to identify the critical information that is important to them and will proved value during the facility management stage of the building.

The asset information model can be easily interrogated by designers and contractors using drafting tools. After Construction handover, this model can go on to assist in further design alterations and coordination of tenant fit out. The Asset model is a federation of multiple models derived from various disciplines at construction stage. Each modelled element will be modelled in it as-built position and contain data regarding its properties. The Sir John Rogerson Quay Asset model will be built from the following models:

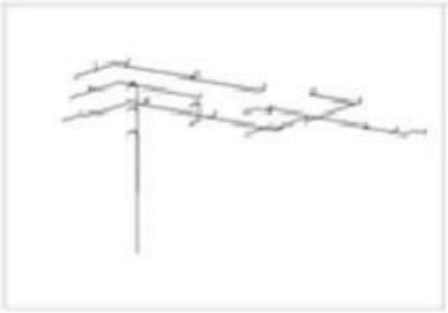
- *The Mechanical Model.* Originated from designers JVT Tierney's, coordinated and populated with product specific information during construction stage by sub-contractor T.Bourke & Company.

- *The Electrical Model.* Originated from designers JVT Tierney's, coordinated and populated with product specific information during construction stage by sub-contractor Designer Group.

» *The Lift Model.* Originated, coordinated, and populated with product specific information during construction stage by sub-contractor Kone.

» *The Façade Model.* Originated, coordinated, and populated with product specific information during construction stage by sub-contractor Permasteelisa.

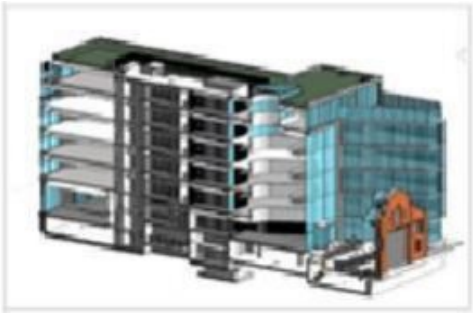
» *The Surface Water Drainage model.* Originated, coordinated, and populated with product specific information during construction stage by sub-contractor CapCon engineering.



» *The Structural Steel Model* **.** Originated from designers Casey O'Rourke and Associates, coordinated, and populated with product specific information during construction stage by sub-contractor Kiernan Structural Steel Ltd.

» *The Concrete Model.* Originated from Designer Casey O'Rourke & Associates, as-builts verified by Hibernia REIT plc construction.

» *The Architectural Model.* Originated from Designer Henry J Lyons, The as-builts verified by Hibernia REIT plc, Place holds the design intent, ie diffusers/grill locations where information lies in the mechanical model.



» *The Architectural Model_Federation Model.* Originated from Designer Henry J Lyons, The as- builts verified by Hibernia REIT plc and populated with product specific information. This model will be the federation model in which all the other models will be linked into.

2 Information

Experience has shown that service life lost due to poor maintenance is irreversible and, so we will put a lot of care and attention into ensuring that we delivered a fully populated Asset Information Model

(AIM), complete with a schedule of all warranties and maintenance tasks for everything in the building and not just the main plant items (managed assets). This included an integrated 3D model of the building which allows the maintenance team to view areas of the building or items of plant in a virtual model and see all information needed about the area or item such as O&M manuals, service records, spare parts lists etc – it will even tell them the colour of the paint on the wall if that is what they are interested in. Model information includes both relevant text data and geometry data.

2.1 Model Geometry information

Geometry data refers to the objects in the model being dimensionally accurate to the physical asset, it will show connections such as electric/water/air inlets/outlets. Product materials will be captured within the model element.

Example: Below image of Virtual hand dryer and sample of actual hand dryer that will be used on the 1SJRQ project. The model is scaled to the same dimensions as physical hand dryer and shows where the electrical connection point (Green Target) is without having to review data sheet or investigate onsite.

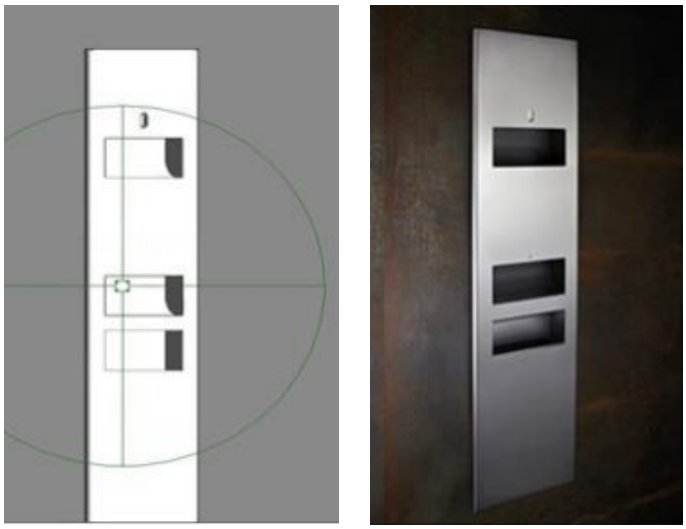


Fig 2.1 SJRQ Hand drier unit. Model and Sample

2.2 Model Text Information

2.2.1 Product information

Asset information shall be tracked and managed with the use of master asset registers, product data sheets, and COBie Spreadsheets. Uniclass codes and codes will be used to classify all assets and relevant product sheets will be collated using the NBS tool Kit. Information will be collected throughout the course of the project as assets pass through the technical approval process. The development of asset information will be tracked on a master asset register and will be audited on regular intervals to ensure quality of the information is maintained.

HIBERNIA REIT PLC will carry out monthly meetings to review the development of asset information, LOI within the 3D models and conduct monthly audits to validate and check the information as it is received. Various BIM Tools will be utilised to validate and check asset information and 3D models such as Revit Model Checker, Solibre model checker and other COBie validating software tools.

Our procurement process for the engagement of subcontractors and suppliers will also include BIM level 2 clauses to ensure the requirements for BIM and issuing of product information forms part of their scope of works and contractual requirements. We ensure that BIM requirements and mind set is nurtured throughout the entire process.

HIBERNIA REIT PLC will provided a minimum of the following parameters populated with information where the information is available.

Parameter	Description
Name	ElementSource_SpecificationLevel1_ SpecificationLevel2
Description	Brief product description
Manufacturer	Manufacture of the product
Model Number	Product manufactures model number
Model Reference	Manufacturers Name
Warranty Guarantor	Party responsible validating warranty
Warranty Duration of parts	How long is the product under warranty
Warranty Duration unit	Unit of the warranty, eg years or months
Replacement Costs	The cost of replacing the unit, priced at time of construction.
Expected Life	Estimated life span of product.
Duration of Unit	Unit relating to life span eg Year or Months)

2.2.2 Project Information

General information relating to the model is included in the project information. This includes: description of the project, project coordinates, details of model originators, project units and classifications as well as a list of suppliers.

2.3 COBie Information

The product and project information supplied in the model will be mapped/populated to COBie parameters fields and exported to a Microsoft excel format. These COBie spreadsheet makes it possible for the model information to be shared to other software.

The DFM system can also be utilised to federate the COBie information derived from each of the various discipline models this will then be imported into the DFM digital system and the associated linked documents to all of the assets will be synchronised and imported into the federated COBie information. This is unique to this system and greatly increases the value and level of information contained with the COBie spread sheets

The DFM Safety file features Life Cycle Asset Information module which can be used to produce forecasts and reports on the maintenance and capital replacement costs of the facility over the next 20 or 25 years – this information can even be made available prior to handover.

Date	
COBie. Type	☑
COBie. Type Created BY	
COBie. Type Created On	
COBie. Type Name	Duravit Stark 1
COBie.Type Category	Sanitary Ware
COBie.Type Description	Duravit Stark 1 Conceal inlet and outlet, syphonic action, fixings included, model witho
COBie.Type Asset Type	
COBie.Type Manufacturer	Duravit – http://www.duravit.de/
COBie.Type Model Number	083432
COBie.Type Warranty Guarantor Parts	Duravit
COBie.Type Warranty Duration Parts	5
COBie.Type Warranty Guarantor Labor	
COBie.Type Warranty Duration Labor	
COBie.Type Warranty Duration unit	Year
COBie.Type Replacement Cost	395.46
COBie.TypeExpected Life	
COBie.Type Duration Unit	Year
COBie.Type Warranty Description	
COBie.Type Nominal Length	

Fig 2.2 SJRQ Sample product information populated in model

3 Model Delivery

On handover Hibernia REIT plc will present the client with a USB which will contain zipped folders with the model structure in 3 file formats. We will deliver Revit, Navisworks and IFC files and the COBie Spread sheets in excel format.

Folder Structure Example:

SJRQ-HIBERNIA REIT PLC-01-XX-DB-W-0001

- SJRQ-HIBERNIA REIT PLC-01-ZZ-DB-W-1000_Models
  - SJRQ-HIBERNIA REIT PLC-01-ZZ-DB-W-1001_IFC – Contains All models in IFC format
  - SJRQ-HIBERNIA REIT PLC-01-ZZ-DB-W-1002_NW - Contains all models in NW Format
  - SJRQ-HIBERNIA REIT PLC-01-ZZ-DB-W-1003_RVT – Contains all models in RVT format
- SJRQ-HIBERNIA REIT PLC-01-XX-DB-W-2000_COBie excel Spreadsheets – Contains All COBie data sheets

Appendix 11

Intended Signage Plans

	9	01/03/2018

Henry J Lyons

HubSpot 1-6 SJRQ

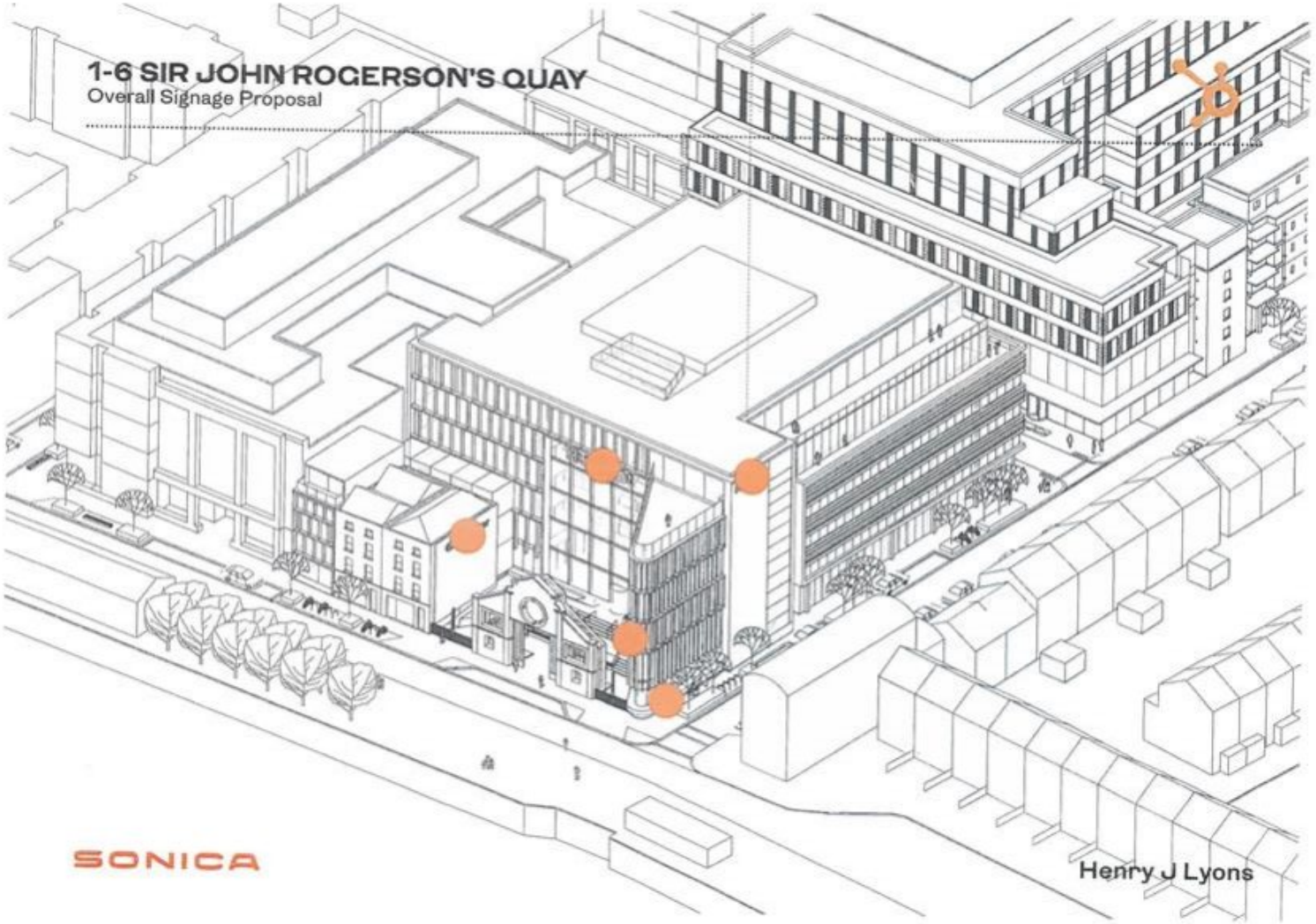
Building Signage Submission

SONICA

7th November 2018

1-6 SIR JOHN ROGERSON'S QUAY

Overall Signage Proposal



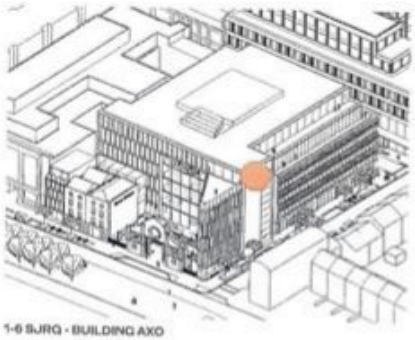
SONICA

Henry J Lyons

1-6 SIR JOHN ROGERSON'S QUAY

Signage Proposal One - Creighton Street

- HALO ILLUMINATED STAINLESS STEEL HUBSPOT SIGN
- SIZED 1000MM X 6328MM
- SPROCKET POWDER COATED IN HUBSPOT ORANGE



1-6 SJRG - BUILDING AXO

CREIGHTON STREET SIGN DIMENSIONS

CREIGHTON STREET SIGN VIEW 01

REFERENCE IMAGE

SONICA

Henry J Lyons

1-6 SIR JOHN ROGERSON'S QUAY

Signage Proposal Two - Courtyard Living Wall

LIVING WALL - OPTION 1

HubSpot 'Grow Better' slogan to be mounted into living wall, back lit brushed stainless steeltext.

LIVING WALL - OPTION 2

HubSpot 'Grow Better' slogan to be mounted into living wall, white perspex text with light box effect.

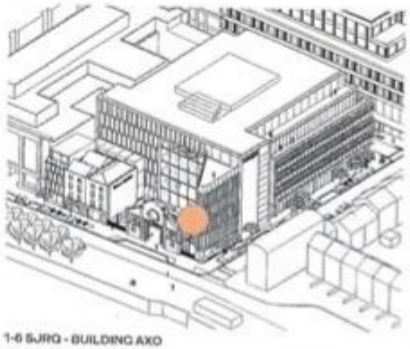
SONICA

Henry J Lyons

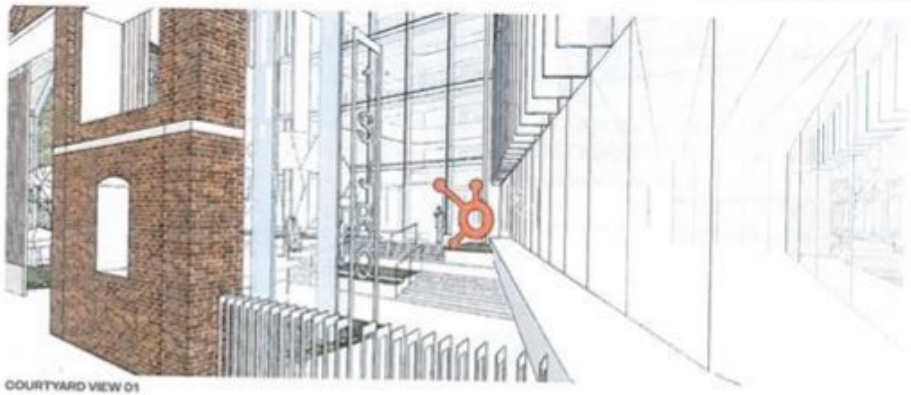
1-6 SIR JOHN ROGERSON'S QUAY

Signage Proposal Three - Building Entrance

– 3M HIGH SPROCKET LOGO MOUNTED IN PLANTER BED IN ENTRANCE COURTYARD - TO BE POWDERCOATED HUBSPOT ORANGE

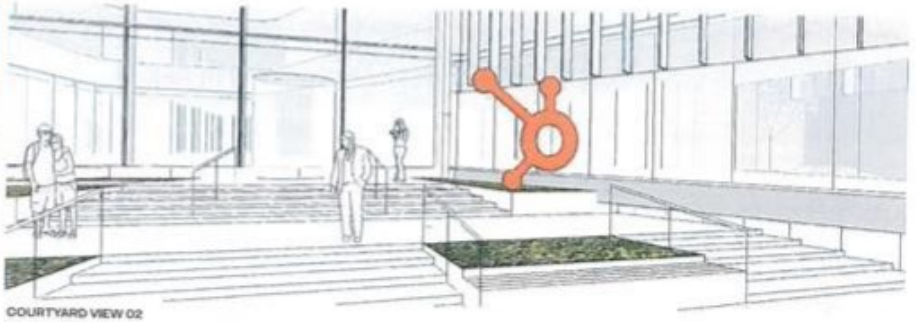


1-6 SJRQ - BUILDING AXO



COURTYARD VIEW 01

REFERENCE IMAGES



COURTYARD VIEW 02

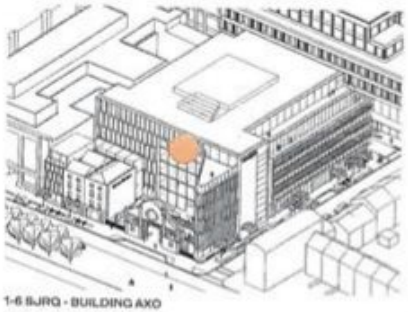
SONICA

Henry J Lyons

1-6 SIR JOHN ROGERSON'S QUAY

Signage Proposal Four - Main Building Sign

- HALO ILLUMINATED STAINLESS STEEL HUBSPOT LOGO
- SIZED 1800MM x 933.9MM
- LED ILLUMINATED SPROCKET (FACE LIT) IN HUBSPOT ORANGE
- SIGNAGE TO BE EXTERNALLY FIXED IN FACADE RECESS



1-6 SJRQ - BUILDING AXO

MAIN BUILDING SIGN DIMENSIONS

MAIN BUILDING SIGN VIEW 01

SONICA

Henry J Lyons

1-6 SIR JOHN ROGERSON'S QUAY

Signage Proposal Four - Main Building Sign

VERTICAL FRAME SYSTEM IN THE SAME COLOUR AS EXISTING MULLIONS, FIXED FROM THE OVERHANG ABOVE. THIS WILL REQUIRE SOME OF THE BASE BUILD STONE TO BE REMOVED AND THE FRAME FIXED BACK TO THE STEELWORK, SUBJECT TO STRUCTURAL ENGINEERS APPROVAL.

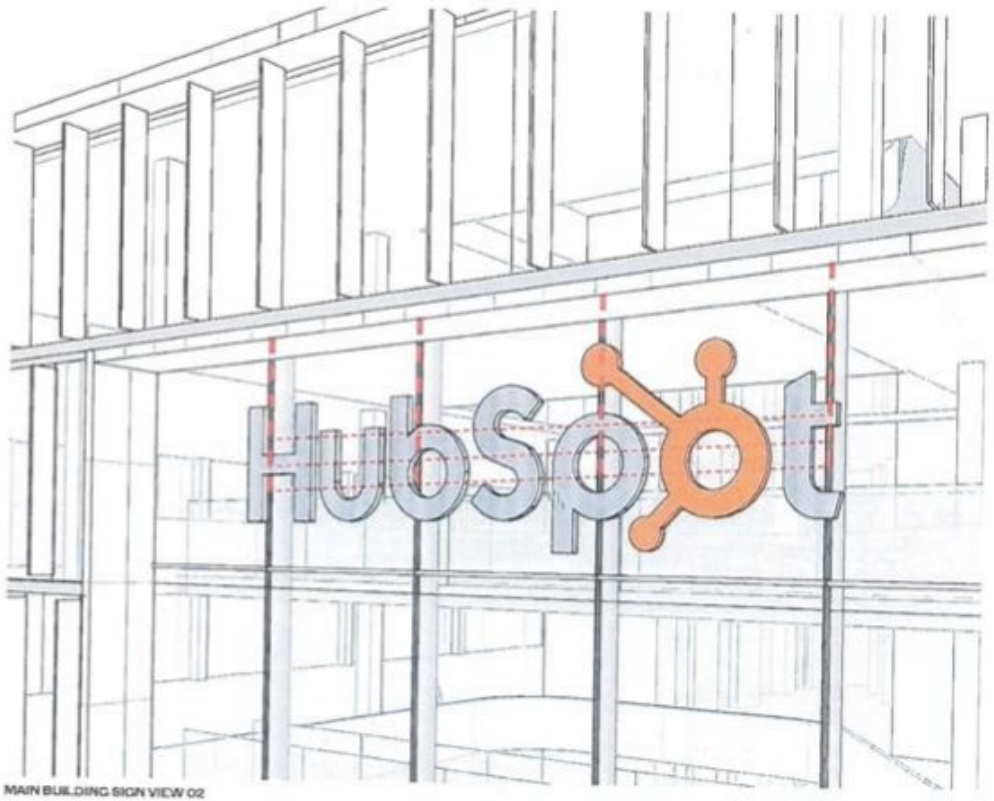
(We may even need to add supporting steel, if the existing structure is not strong enough. Vertical support should not be wider than the mullions, to blend in to the elevation).

SECONDARY, HORIZONTAL, STAINLESS STEEL SUPPORT FRAME (FINISH TO BE AGREED WITH BASE BUILD ARCHITECT AND LANDLORD). PLEASE NOTE, A CONDUIT IS REQUIRED TO COME DOWN FOR THE LIT SPROCKET.

NOTES:
PLEASE NOTE THAT THE MULLIONS CANNOT BE PENETRATED.

TO FURTHER THE DESIGN WE WOULD NEED THE APPROXIMATE WEIGHT OF THE SIGNAGE, AS IT WILL BE SUBJECT TO DEAD LOAD AND WIND LOAD.

THE ABOVE IS SUBJECT TO ARCHITECT, LANDLORD AND STRUCTURAL ENGINEER'S APPROVAL.



MAIN BUILDING SIGN VIEW 02

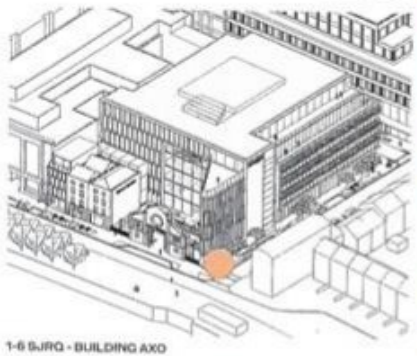
SONICA

Henry J Lyons

1-6 SIR JOHN ROGERSON'S QUAY

Signage Proposal Five - Building Name

– BUILDING NAME FORMED IN GRANITE ON THE LOWER LEVEL FACADE - EXACT BUILDING NAME TO BE CONFIRMED BY HUBSPOT



1-6 SJRQ - BUILDING AXO

REFERENCE IMAGE

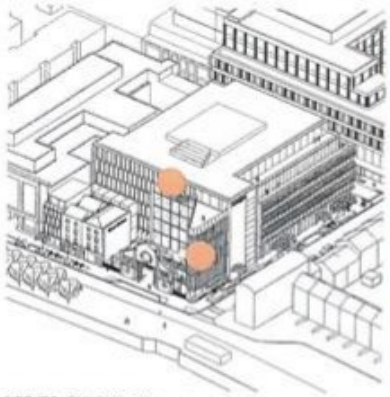
MAIN BUILDING SIGN VIEW 01

SONICA

Henry J Lyons

1-6 SIR JOHN ROGERSON'S QUAY

Feature Lighting - Proposed Areas



1-6 SJRQ - BUILDING AXO

FEATURE LIGHTING - PROPOSAL ONE

Architectural LED coloured lighting visible externally to the **front facade of Level 5.** Light to be fixed to set colour (HubSpot orange) and fixed internally.

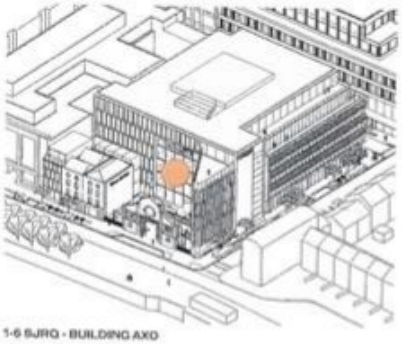
Additional feature lighting to be allowed for in **stack to the front of the building.** A mix of feature fittings visible from the exterior to create interest in this part of the building, with the possibility for additional coloured films on external glazing and coloured LED strip lighting around curved bulkheads.

SONICA

Henry J Lyons

1-6 SIR JOHN ROGERSON'S QUAY

Feature Lighting - Proposed Areas



1-6 SJRQ - BUILDING AXO

FEATURE LIGHTING - PROPOSAL TWO

Suspended linear pendant fittings hung at a variety of angles in the building's atrium. All set to the same colour - orange.

In addition, coloured sculptural element (see reference image) to be hung in gradient colours - design TBC.

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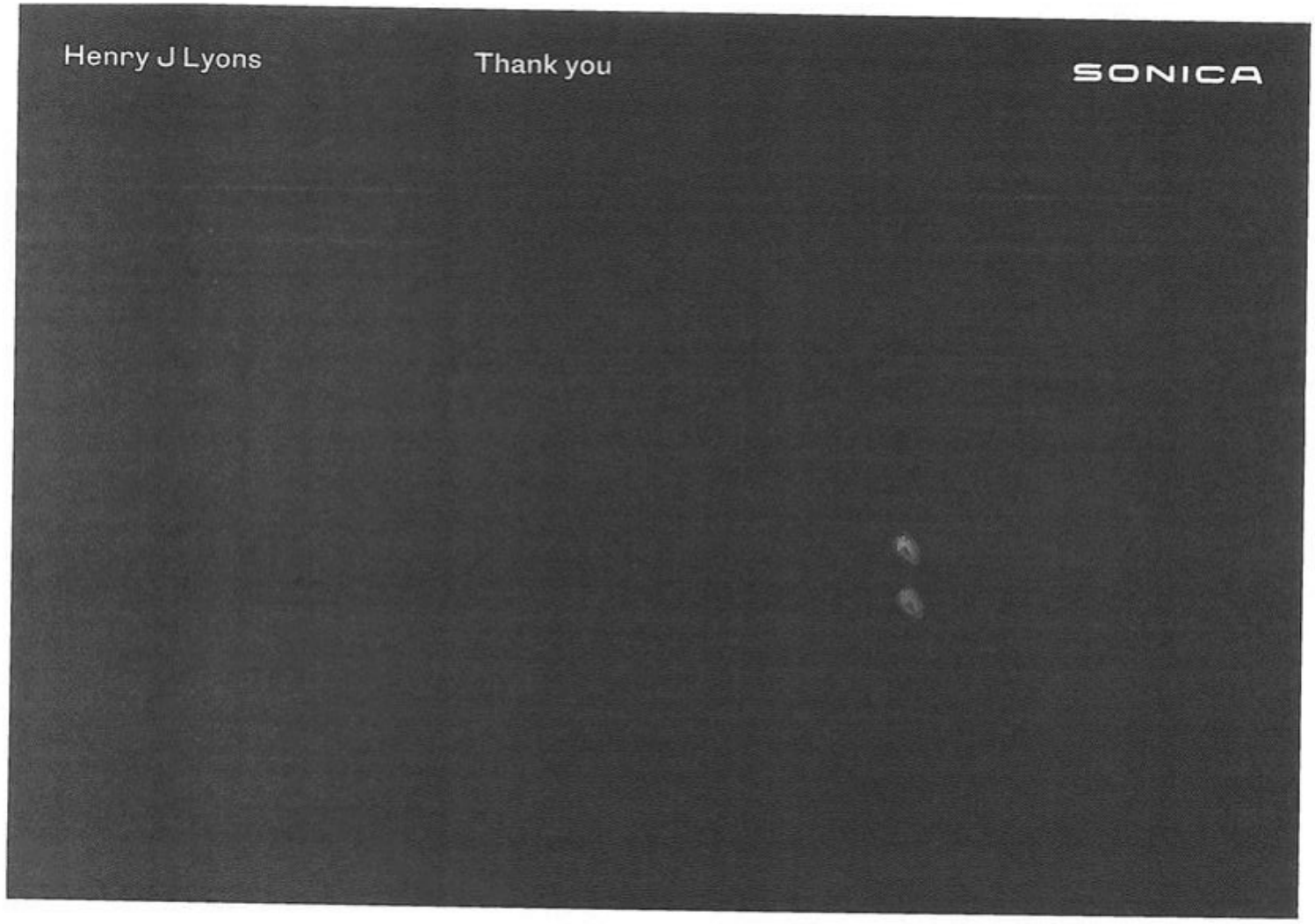
Henry J Lyons


Henry J Lyons
Thank you
SONICA

Plans

Plan 1

EXISTING SITE LOCATION PLAN @ 1:500

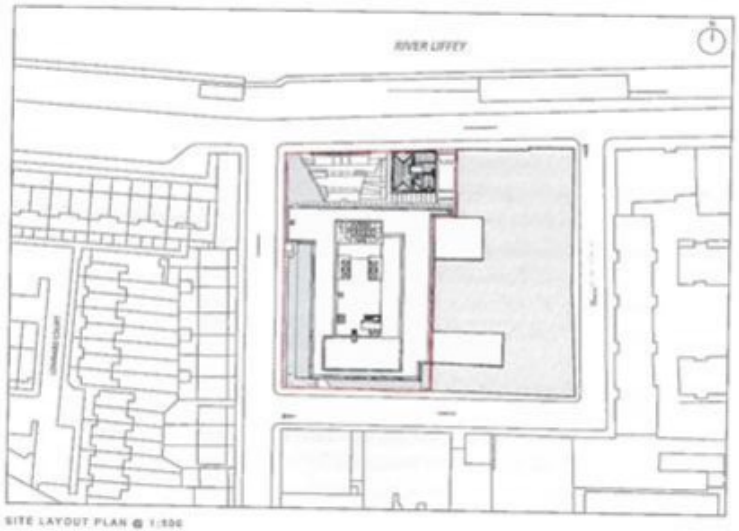
LEASE

HENRY J LYONS ARCHITECTS

SITE LOCATION PLAN

L0001A

Plan 2



SITE LAYOUT PLAN @ 1:500

SITE BOUNDARY

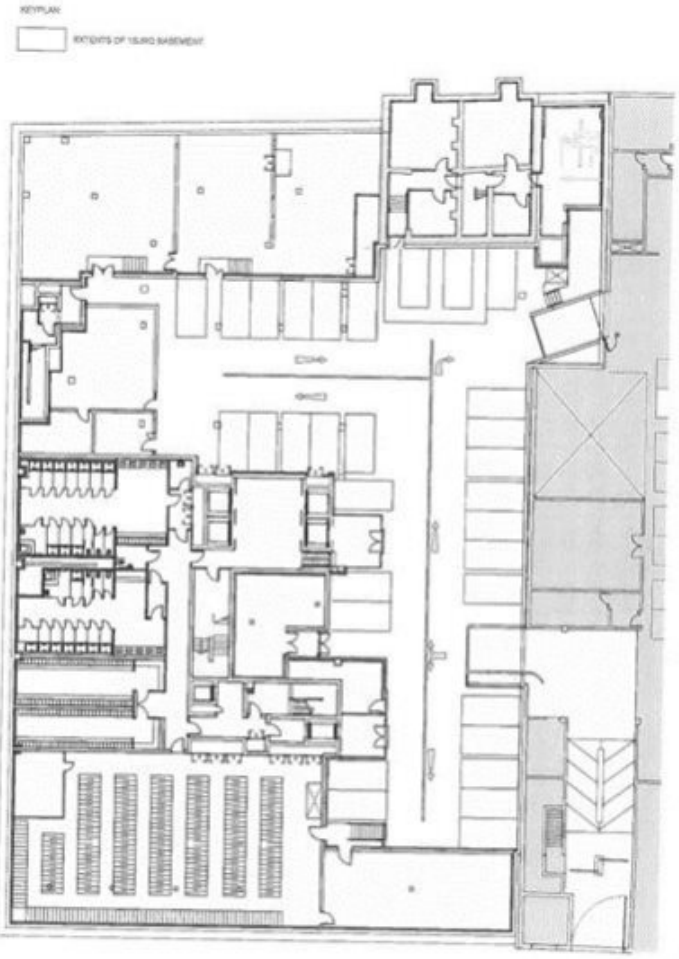
LEASE

HENRY J LYONS ARCHITECTS

SITE LAYOUT PLAN

L0001B

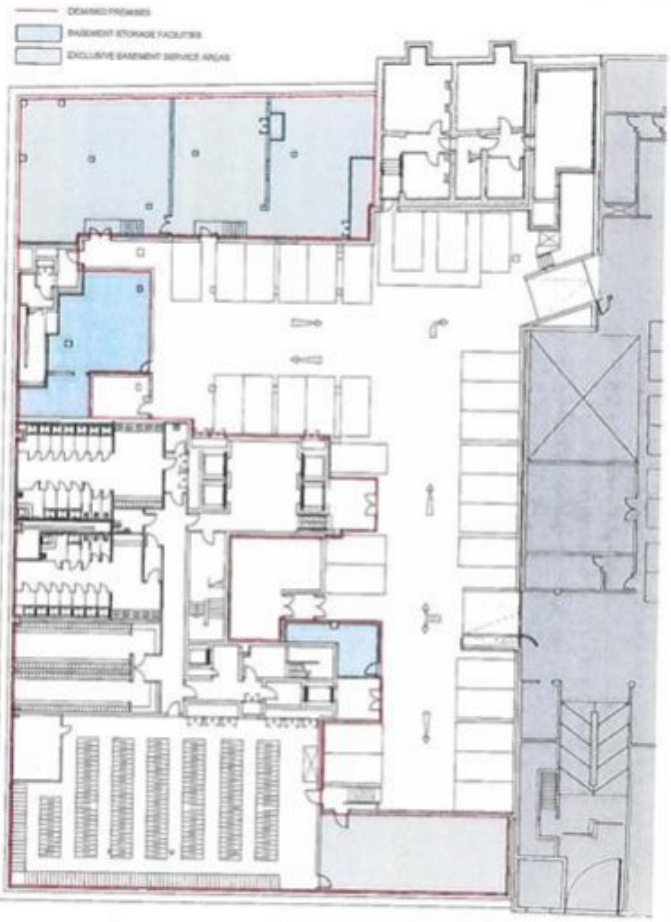
Plan 3



LEASE

L1009_1

Plan 4



LEASE

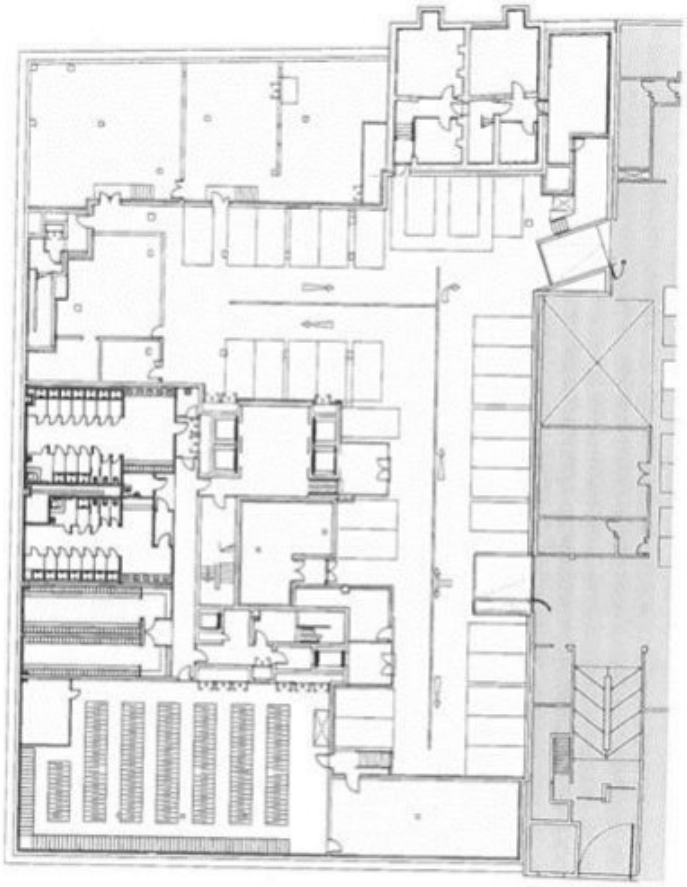
LD1009_D-1

KEYPLAN

OFFICE BIKE PARKING

OFFICE SHOWER FACILITIES

Plan 5

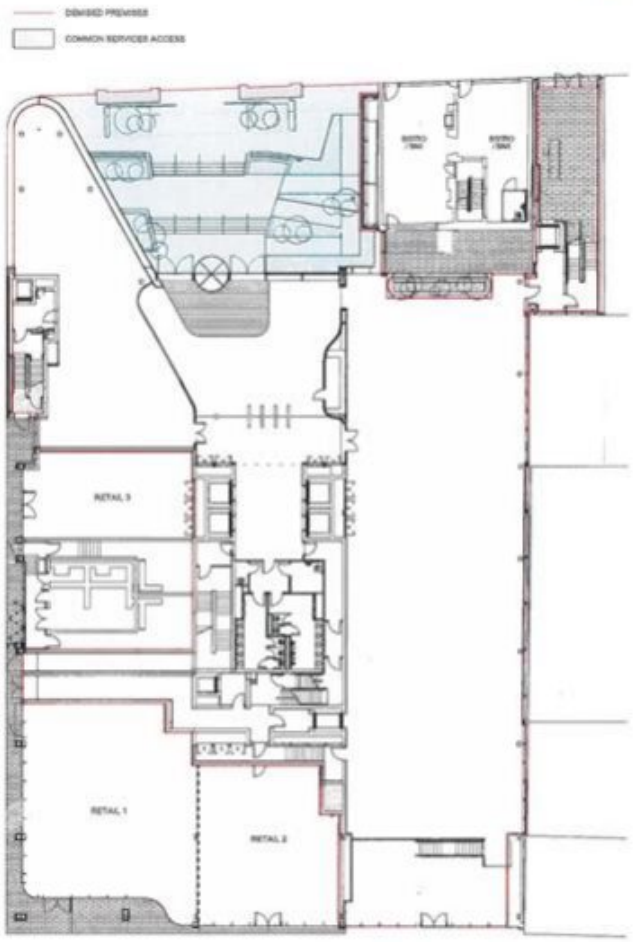


LEASE

HENRY F LYDIG ARCHITECTS

L1009_2

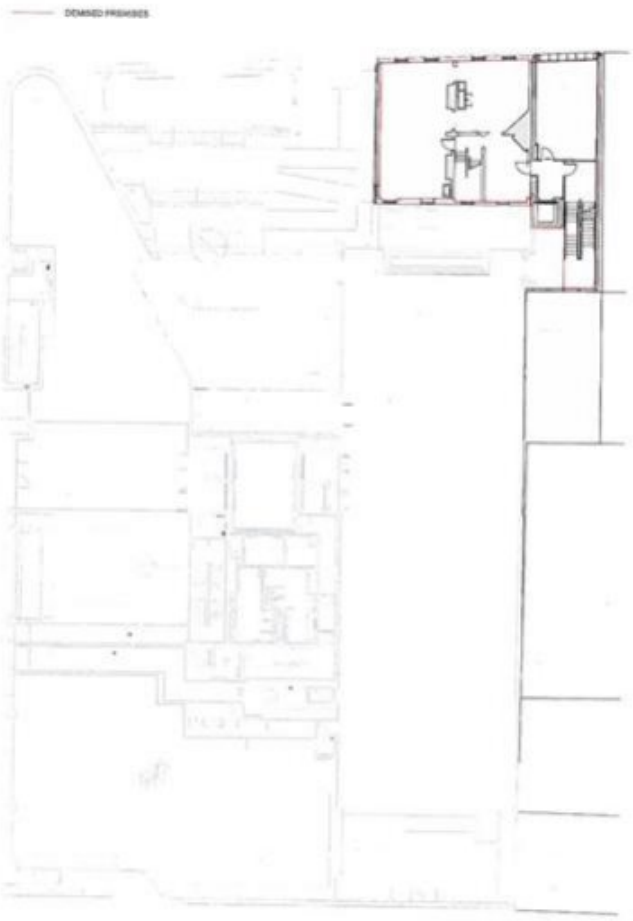
Plan 6



LEASE

LD1010_D0

Plan 7

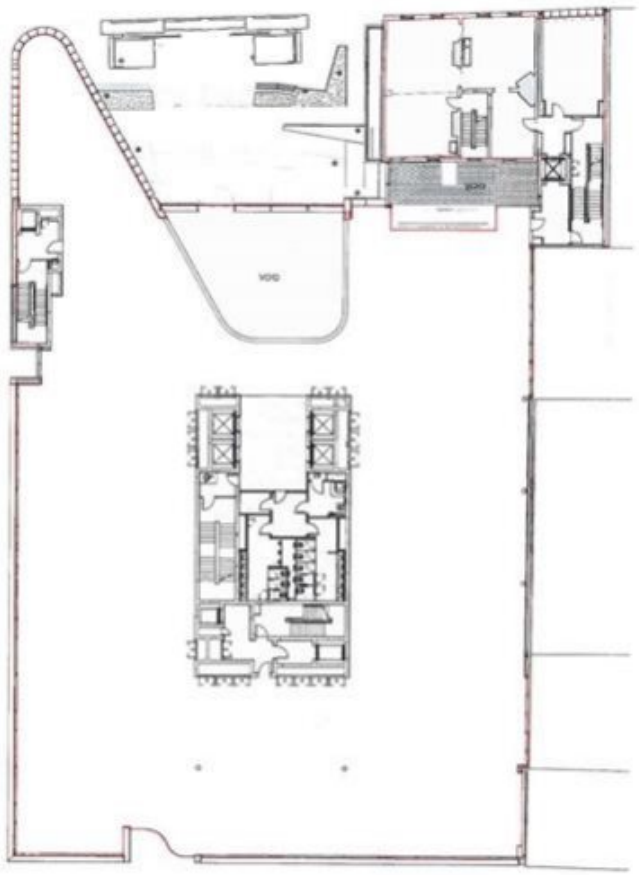


LEASE

LD1010M_DM

Plan 8

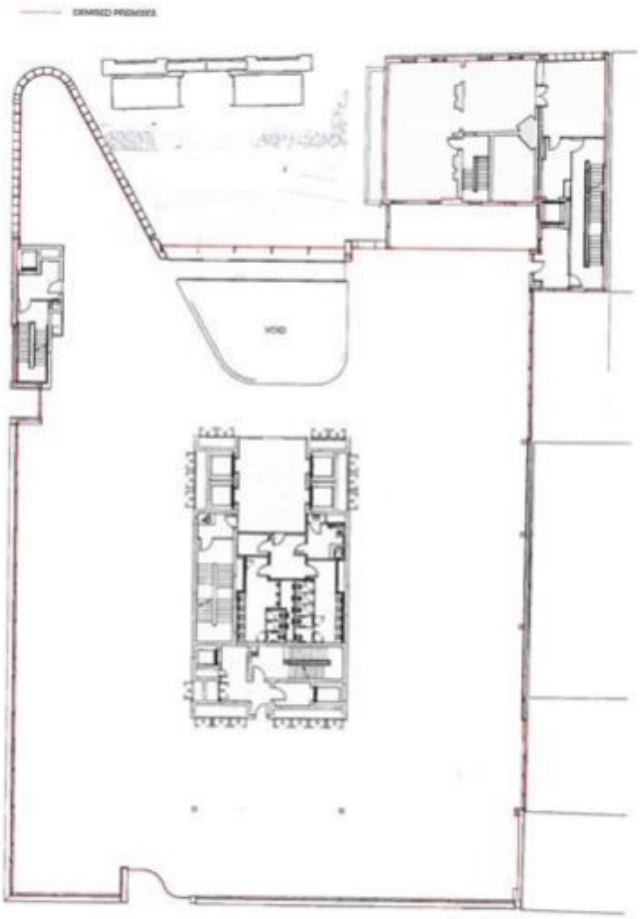
DEMISED PREMISES



LEASE

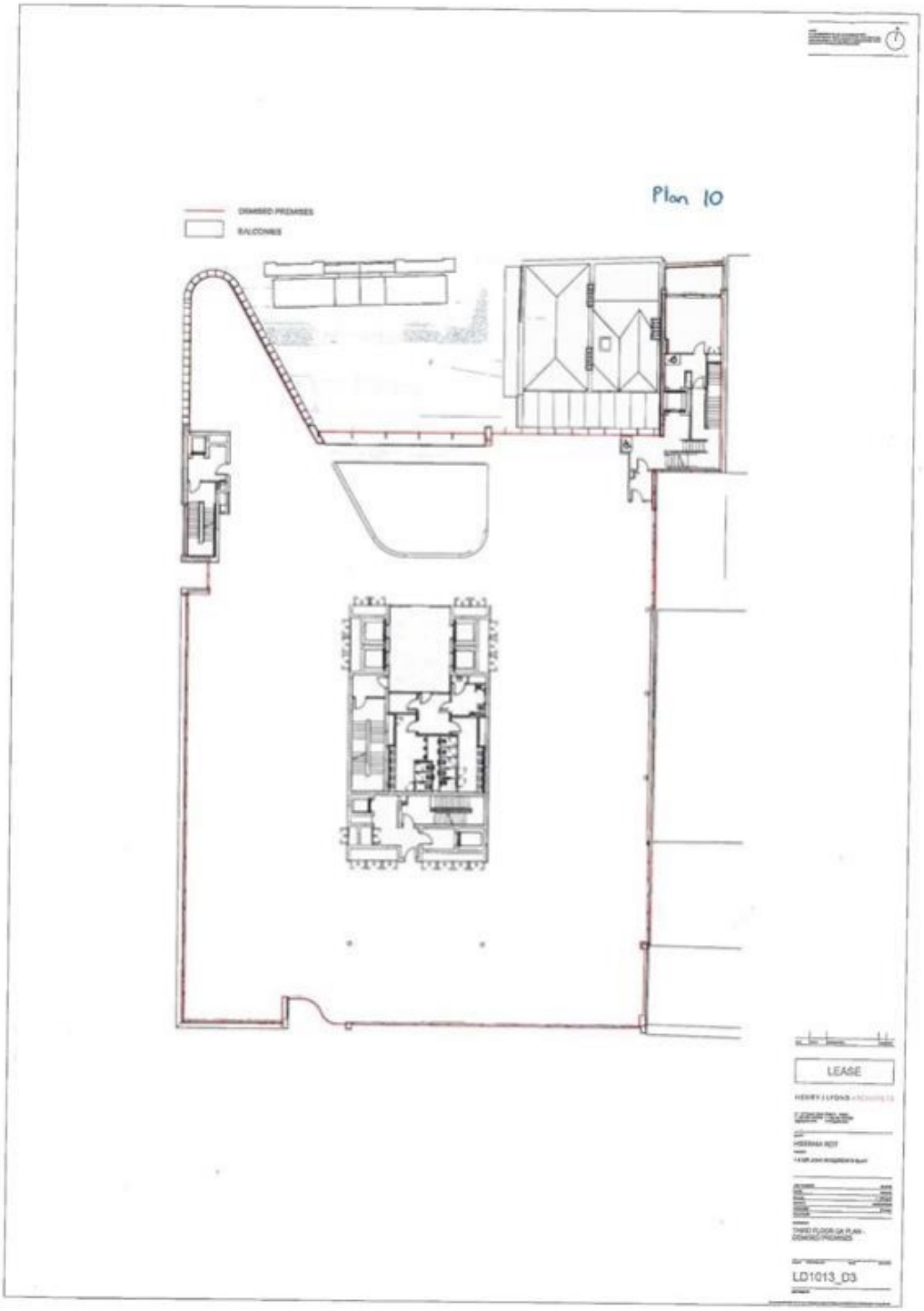
LD1011_D1

Plan 9

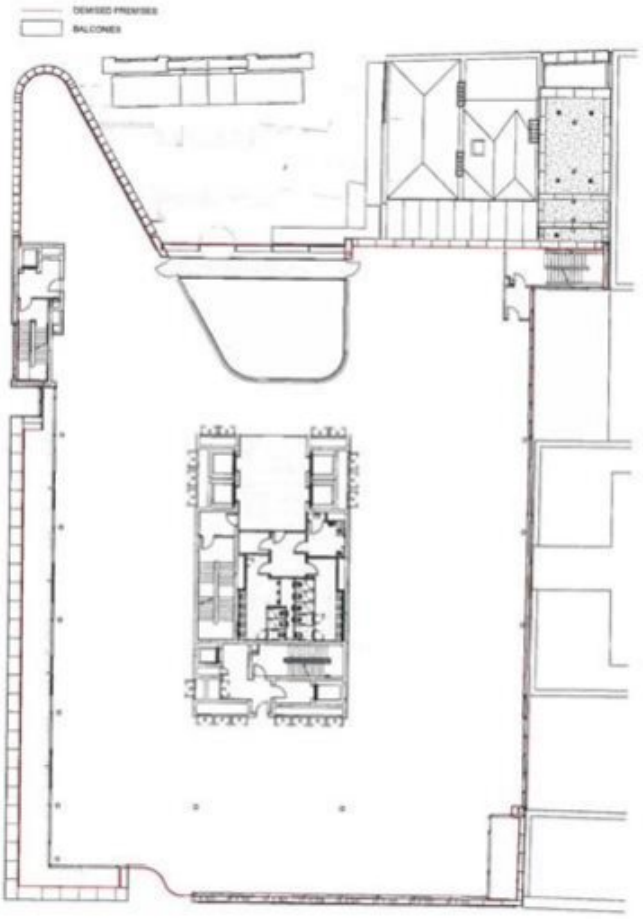


LEASE

LD1012_D2


Plan 10
LEASE
LD1013_03

Plan 11



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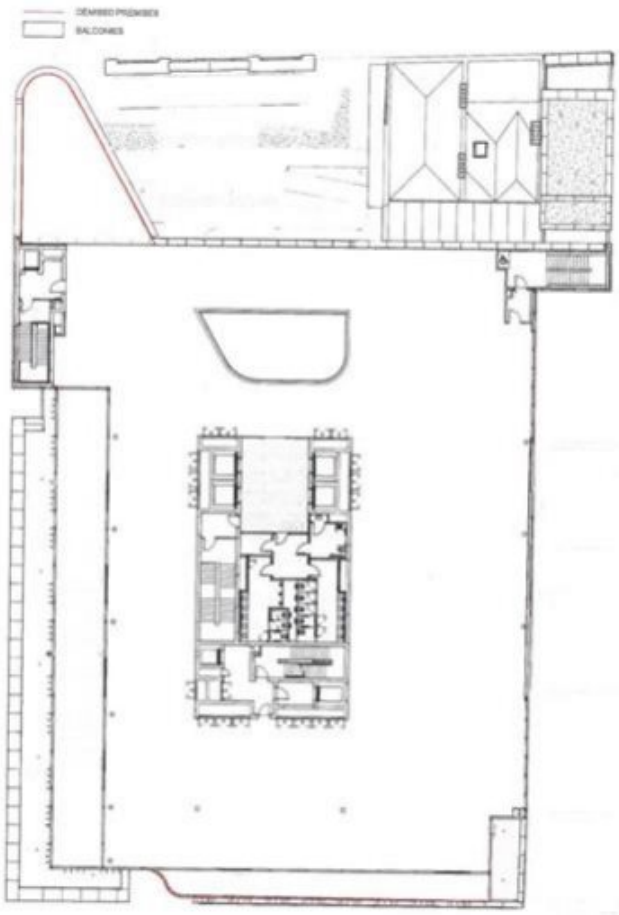
LD1014_D4

Plan 12



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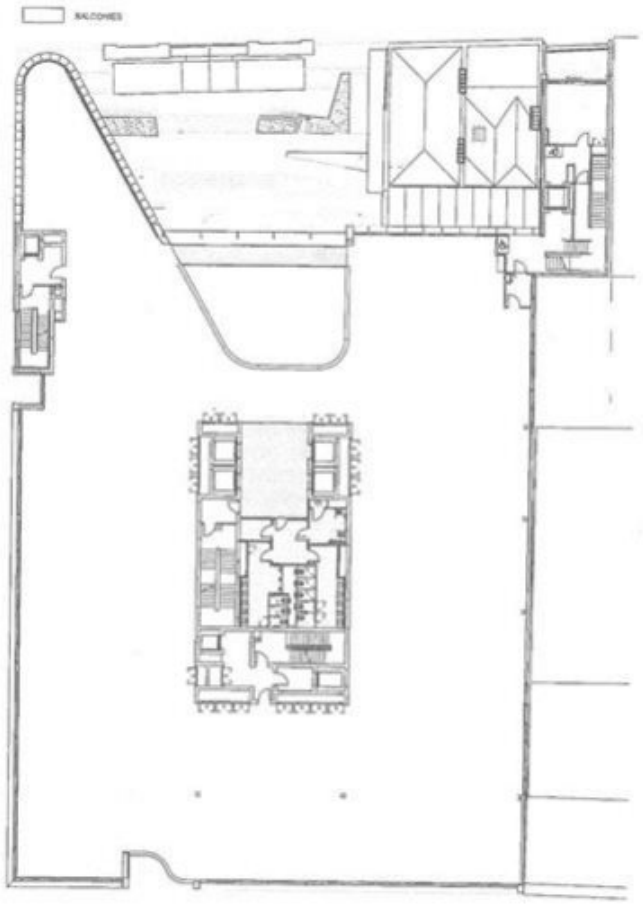

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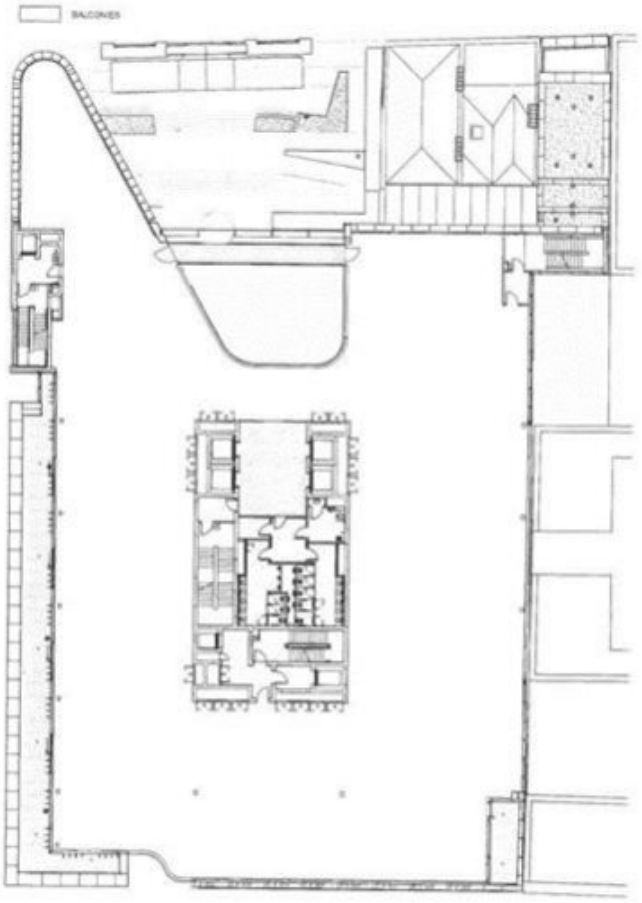

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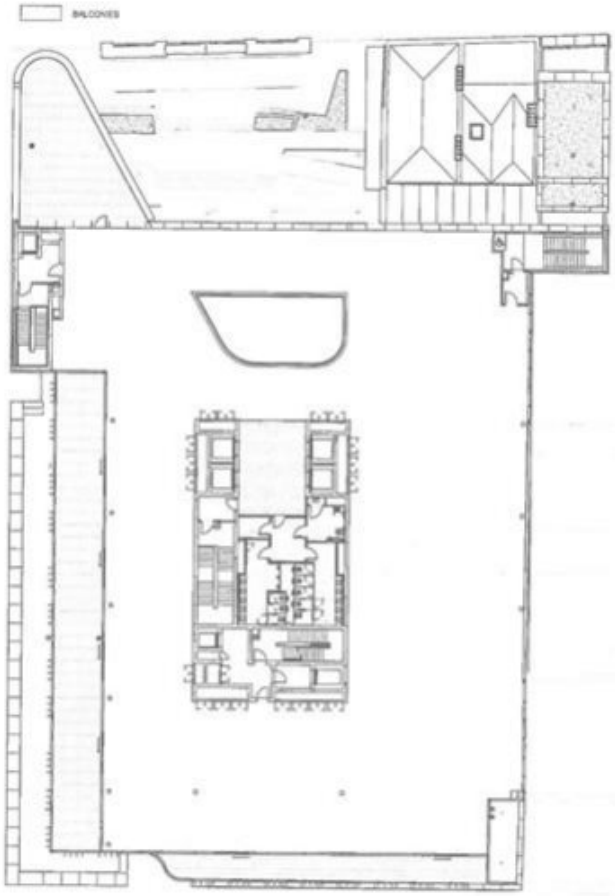

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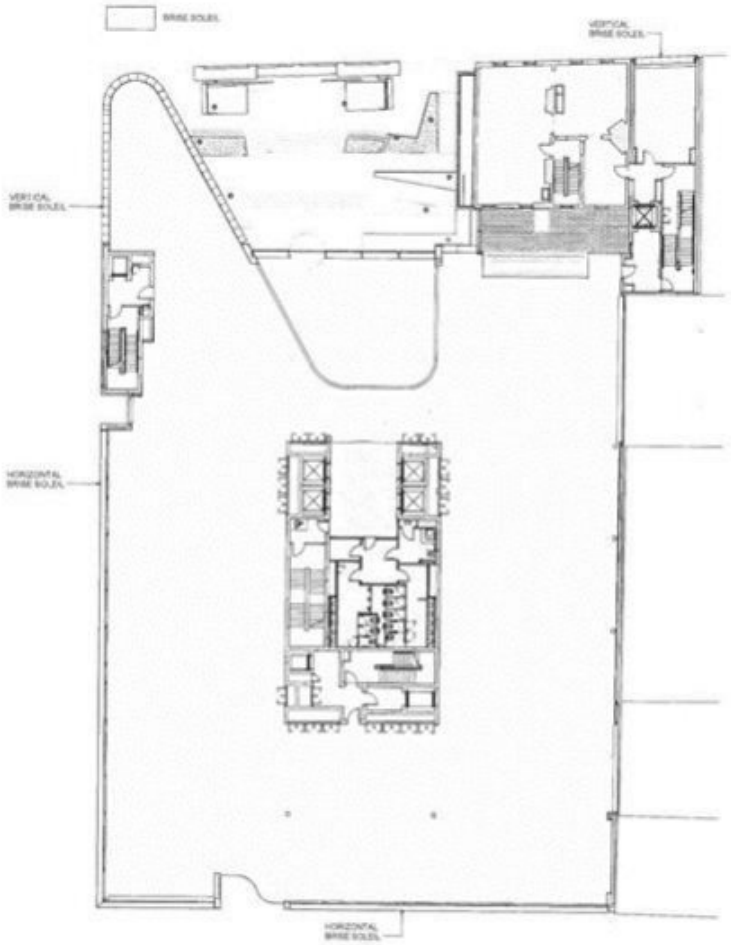

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HENRY J LYONS ARCHITECTS

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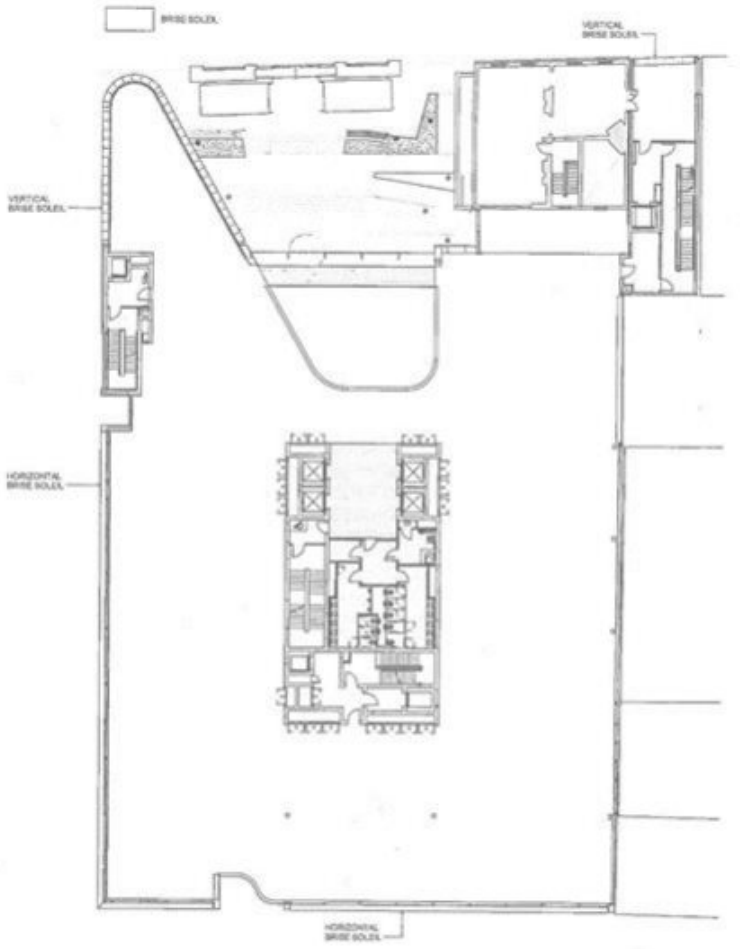
Plan 17



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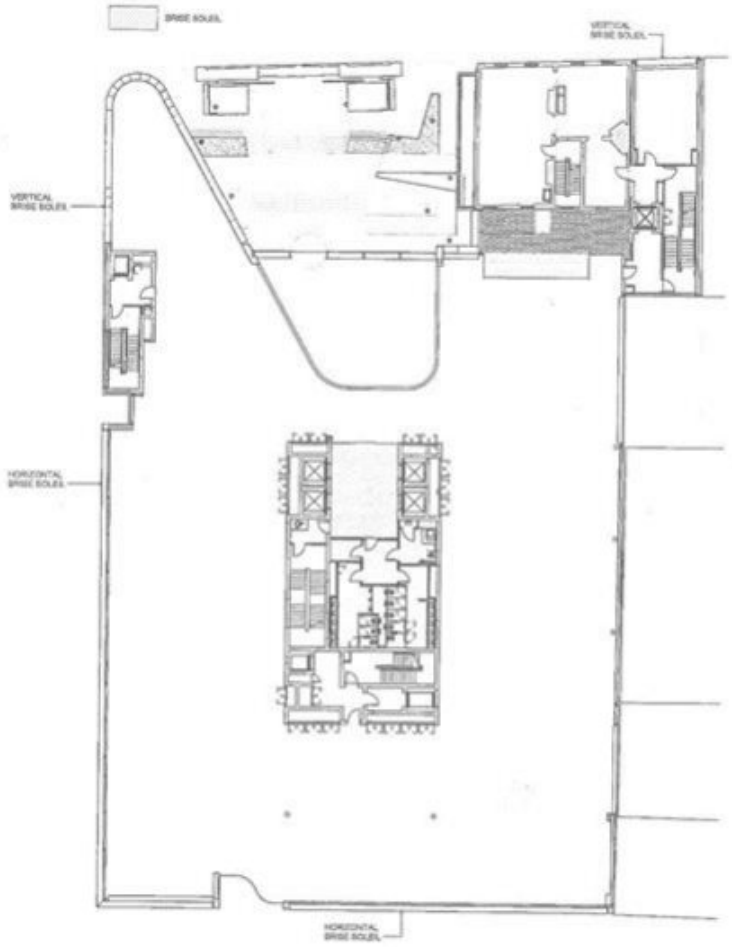
Plan 18



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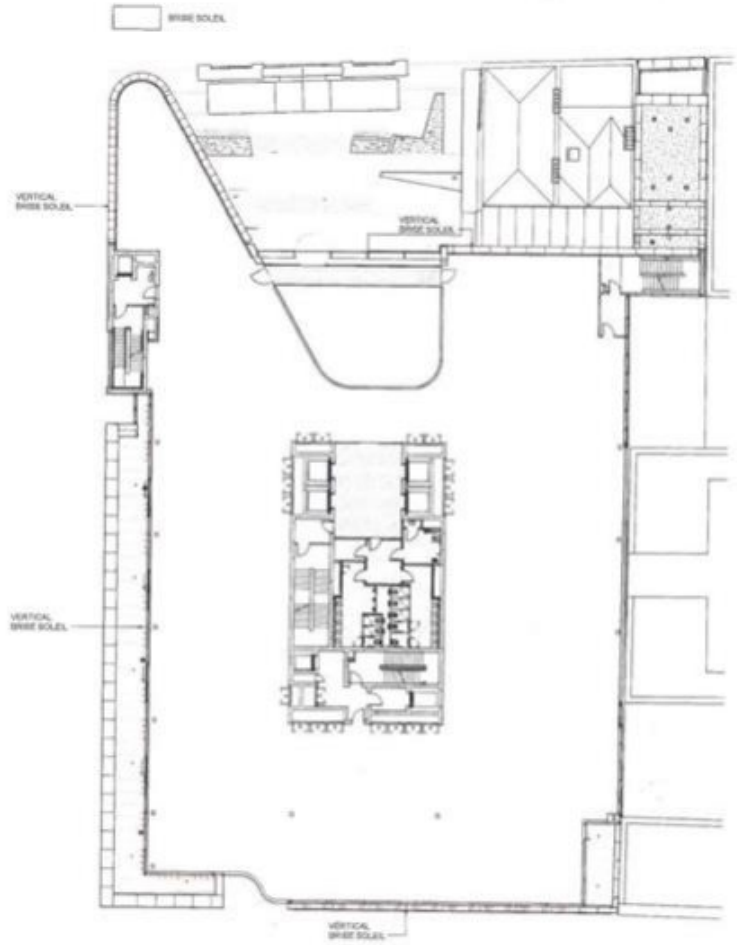

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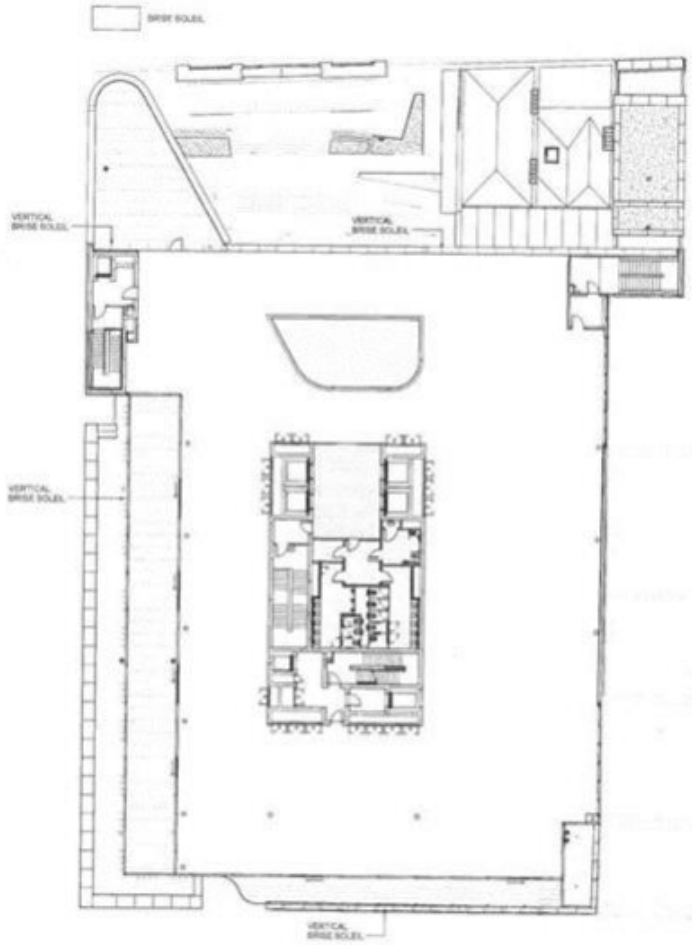

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IN WITNESS whereof the parties hereto have either caused their Common Seals to be affixed hereto or have signed or caused to have signed on this Agreement on their behalf the day and year first herein written.

GIVEN under the Common Seal of
HIBERNIA REIT PUBLIC
LIMITED COMPANY
and **DELIVERED** as a **DEED** :

Director

Director/Secretary

GIVEN under the Common Seal of
HUBSPOT IRELAND LIMITED
and **DELIVERED** as a **DEED** :

HUBSPOT, Inc.

John Kelleher

General Counsel
Title

HUBSPOT, INC.
2014 STOCK OPTION AND INCENTIVE PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the HubSpot, Inc. 2014 Stock Option and Incentive Plan (the "Plan"). The purpose of the Plan is to encourage and enable the officers, employees, Non-Employee Directors and Consultants of HubSpot, Inc. (the "Company") and its Subsidiaries upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its businesses to acquire a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company's welfare will assure a closer identification of their interests with those of the Company and its stockholders, thereby stimulating their efforts on the Company's behalf and strengthening their desire to remain with the Company.

The following terms shall be defined as set forth below:

"Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Administrator" means either the Board or the compensation committee of the Board or a similar committee performing the functions of the compensation committee and which is comprised of not less than two Non-Employee Directors who are independent.

"Award" or *"Awards,"* except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Units, Restricted Stock Awards, Unrestricted Stock Awards, Cash-Based Awards, Performance Share Awards and Dividend Equivalent Rights.

"Award Certificate" means a written or electronic document setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Certificate is subject to the terms and conditions of the Plan.

"Board" means the Board of Directors of the Company.

"Cash-Based Award" means an Award entitling the recipient to receive a cash-denominated payment.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"Consultant" means any natural person that provides bona fide services to the Company, and such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities.

"Covered Employee" means an employee who is a "Covered Employee" within the meaning of Section 162(m) of the Code.

"Dividend Equivalent Right" means an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other award to which it relates) if such shares had been issued to and held by the grantee.

"Effective Date" means the date on which the Plan is approved by stockholders as set forth in Section 21.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Fair Market Value" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator; provided, however, that if the Stock is admitted to quotation on the National Association of Securities Dealers Automated Quotation System ("NASDAQ"), NASDAQ Global Market or another national securities exchange, the determination shall be made by reference to the closing price. If there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there was a closing price; provided further, however, that if the date for which Fair Market Value is determined is the first day when trading prices for the Stock are reported on a national securities exchange, the Fair Market Value shall be the "Price to the Public" (or equivalent) set forth on the cover page for the final prospectus relating to the Company's Initial Public Offering.

"Incentive Stock Option" means any Stock Option designated and qualified as an "incentive stock option" as defined in Section 422 of the Code.

"Initial Public Offering" means the consummation of the first underwritten, firm commitment public offering pursuant to an effective registration statement under the Act covering the offer and sale by the Company of its equity securities, or such other event as a result of or following which the Stock shall be publicly held.

"Non-Employee Director" means a member of the Board who is not also an employee of the Company or any Subsidiary.

"Non-Qualified Stock Option" means any Stock Option that is not an Incentive Stock Option.

"Option" or *"Stock Option"* means any option to purchase shares of Stock granted pursuant to Section 5.

"Performance-Based Award" means any Restricted Stock Award, Restricted Stock Units, Performance Share Award or Cash-Based Award granted to a Covered Employee that is intended to qualify as "performance-based compensation" under Section 162(m) of the Code and the regulations promulgated thereunder.

"Performance Criteria" means the criteria that the Administrator selects for purposes of establishing the Performance Goal or Performance Goals for an individual for a Performance Cycle. The Performance Criteria (which shall be applicable to the organizational level specified by the Administrator, including, but not limited to, the Company or a unit, division, group, or Subsidiary of the Company) that will be used to establish Performance Goals are limited to the following: total shareholder return, earnings before interest, taxes, depreciation and amortization, net income (loss) (either before or after interest, taxes, depreciation and/or amortization), changes in the market price of the Stock, economic value-added, funds from operations or similar measure, sales or revenue, acquisitions or strategic transactions, operating income (loss), cash flow (including, but not limited to, operating cash flow and free cash flow), return on capital, assets, equity, or investment, return on sales, gross or net profit levels, productivity, expense, margins, operating efficiency, customer satisfaction, working capital, earnings (loss) per share of Stock, sales or market shares and number of customers, any of which may be measured either in absolute terms or as compared to any incremental increase or as compared to results of a peer group. The Administrator may appropriately adjust any evaluation performance under a Performance Criterion to exclude any of the following events that occurs during a Performance Cycle: (i) asset write-downs or impairments, (ii) litigation or claim judgments or settlements, (iii) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reporting results, (iv) accruals for reorganizations and restructuring programs. (v) any extraordinary non-recurring items, including those described in the Financial Accounting Standards Board's authoritative guidance and/or in management's discussion and analysis of financial condition of operations appearing the Company's annual report to stockholders for the applicable year, and (vi) any other extraordinary items adjusted from the Company U.S. GAAP results.

"Performance Cycle" means one or more periods of time, which may be of varying and overlapping durations, as the Administrator may select, over which the attainment of one or more Performance Criteria will be measured for the purpose of determining a grantee's right to and the payment of a Restricted Stock Award, Restricted Stock Units, Performance Share Award or Cash-Based Award, the vesting and/or payment of which is subject to the attainment of one or more Performance Goals. Each such period shall not be less than 12 months.

"Performance Goals" means, for a Performance Cycle, the specific goals established in writing by the Administrator for a Performance Cycle based upon the Performance Criteria.

"Performance Share Award" means an Award entitling the recipient to acquire shares of Stock upon the attainment of specified Performance Goals.

" *Restricted Shares* " means the shares of Stock underlying a Restricted Stock Award that remain subject to a risk of forfeiture or the Company's right of repurchase.

"Restricted Stock Award" means an Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant.

"Restricted Stock Units" means an Award of stock units subject to such restrictions and conditions as the Administrator may determine at the time of grant.

"Sale Event" shall mean (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the Stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company.

" *Sale Price* " means the value as determined by the Administrator of the consideration payable, or otherwise to be received by stockholders, per share of Stock pursuant to a Sale Event.

"Section 409A" means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

"Stock" means the Common Stock, par value $0.001 per share, of the Company, subject to adjustments pursuant to Section 3.

"Stock Appreciation Right" means an Award entitling the recipient to receive shares of Stock having a value equal to the excess of the Fair Market Value of the Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

"Subsidiary" means any corporation or other entity (other than the Company) in which the Company has at least a 50 percent interest, either directly or indirectly.

"Ten Percent Owner" means an employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation.

"Unrestricted Stock Award" means an Award of shares of Stock free of any restrictions.

SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan . The Plan shall be administered by the Administrator.

(b) Powers of Administrator . The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards, Cash-Based Awards, Performance Share Awards and Dividend Equivalent Rights, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of shares of Stock to be covered by any Award;

(iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the forms of Award Certificates;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award in circumstances involving the grantee's death, disability, retirement, or a change in control (including a Sale Event);

(vi) subject to the provisions of Section 5(b), to extend at any time the period in which Stock Options may be exercised; and

(vii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and Plan grantees.

(c) Delegation of Authority to Grant Options and Restricted Stock Units . Subject to applicable law, the Administrator, in its discretion, may delegate to the Chief Executive Officer or the Chief Financial Officer of the Company all or part of the Administrator's authority and duties with respect to the granting of Options and Restricted Stock Units to individuals who are (i) not subject to the reporting and other provisions of Section 16 of the Exchange Act and (ii) not Covered Employees. Any such delegation by the Administrator shall include a limitation as to the amount of Options and Restricted Stock Units that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price and the vesting criteria. The Administrator may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Administrator's delegate or delegates that were consistent with the terms of the Plan.

(d) Award Certificate . Awards under the Plan shall be evidenced by Award Certificates that set forth the terms, conditions and limitations for each Award which may include, without limitation, the term of an Award and the provisions applicable in the event employment or service terminates.

(e) Indemnification . Neither the Board nor the Administrator, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Administrator (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles or bylaws or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(f) Foreign Award Recipients . Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and its Subsidiaries operate or have employees or other individuals eligible for Awards, the Administrator, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries shall be covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Administrator determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to this Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Administrator determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code, or any other applicable United States governing statute or law.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable . The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 1,973,551 shares (the "Initial Limit"), subject to adjustment as provided in Section 3(c), plus on January 1, 2015 and each January 1 thereafter, the number of shares of Stock reserved and available for issuance under the Plan shall be cumulatively increased by 5 percent of the number of shares of Stock issued and outstanding on the immediately preceding December 31 or such lesser number of shares of Stock as determined by the Administrator (the "Annual Increase"). Subject to such overall limitation, the maximum aggregate number of shares of Stock that may be issued in the form of Incentive Stock Options shall not exceed the Initial Limit cumulatively increased on January 1, 2015 and on each January 1 thereafter by the lesser of the Annual Increase for such year or 1,000,000 shares of Stock, subject in all cases to adjustment as provided in Section 3(c). The shares of Stock underlying any Awards under the Plan and under the Company's 2007 Equity Incentive Plan that are forfeited, canceled, held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) shall be added back to the shares of Stock available for issuance under the Plan. In the event the Company repurchases shares of Stock on the open market, such shares shall not be added to the shares of Stock

available for issuance under the Plan. Subject to such overall limitations, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award; provided, however, that Stock Options or Stock Appreciation Rights with respect to no more than 1,000,000 shares of Stock may be granted to any one individual grantee during any one calendar year period. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company.

(b) [Reserved.]

(c) Changes in Stock. Subject to Section 3(d) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation, sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, including the maximum number of shares that may be issued in the form of Incentive Stock Options, (ii) the number of Stock Options or Stock Appreciation Rights that can be granted to any one individual grantee and the maximum number of shares that may be granted under a Performance-Based Award, (iii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (iv) the repurchase price, if any, per share subject to each outstanding Restricted Stock Award, and (v) the exercise price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of Stock Options and Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The Administrator shall also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. The adjustment by the Administrator shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

(d) Mergers and Other Transactions. In the case of and subject to the consummation of a Sale Event, the parties thereto may cause the assumption or continuation of Awards theretofore granted by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree. To the extent the parties to such Sale Event do not provide for the assumption, continuation or substitution of Awards, upon the effective time of the Sale Event, the Plan and all outstanding Awards granted hereunder shall terminate. In such case except as may be otherwise provided in the relevant Award Certificate, all Options and Stock Appreciation Rights that are not exercisable immediately prior to the effective time of the Sale Event shall become fully exercisable as of the effective time of the Sale Event, all other Awards with time-based vesting,

conditions or restrictions shall become fully vested and nonforfeitable as of the effective time of the Sale Event and all Awards with conditions and restrictions relating to the attainment of performance goals may become vested and nonforfeitable in connection with a Sale Event in the Administrator's discretion or to the extent specified in the relevant Award Certificate . In the event of such termination, (i) the Company shall have the option (in its sole discretion) to make or provide for a cash payment to the grantees holding Options and Stock Appreciation Rights, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the Sale Price multiplied by the number of shares of Stock subject to outstanding Options and Stock Appreciation Rights (to the extent then exercisable at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding Options and Stock Appreciation Rights; or (ii) each grantee shall be permitted, within a specified period of time prior to the consummation of the Sale Event as determined by the Administrator, to exercise all outstanding Options and Stock Appreciation Rights (to the extent then exercisable) held by such grantee.

(e) Substitute Awards . The Administrator may grant Awards under the Plan in substitution for stock and stock based awards held by employees, directors or other key persons of another corporation in connection with the merger or consolidation of the employing corporation with the Company or a Subsidiary or the acquisition by the Company or a Subsidiary of property or stock of the employing corporation. The Administrator may direct that the substitute awards be granted on such terms and conditions as the Administrator considers appropriate in the circumstances. Any substitute Awards granted under the Plan shall not count against the share limitation set forth in Section 3(a).

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such full or part-time officers and other employees, Non-Employee Directors and Consultants of the Company and its Subsidiaries as are selected from time to time by the Administrator in its sole discretion.

SECTION 5. STOCK OPTIONS

(a) Award of Stock Options . The Administrator may grant Stock Options under the Plan. Any Stock Option granted under the Plan shall be in such form as the Administrator may from time to time approve.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a "subsidiary corporation" within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

Stock Options granted pursuant to this Section 5 shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable. If the Administrator so determines, Stock Options may be granted in lieu of cash compensation at the optionee's election, subject to such terms and conditions as the Administrator may establish.

(b) Exercise Price . The exercise price per share for the Stock covered by a Stock Option granted pursuant to this Section 5 shall be determined by the Administrator at the time of grant but shall not be less than 100 percent of the Fair Market Value on the date of grant. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the option price of such Incentive Stock Option shall be not less than 110 percent of the Fair Market Value on the grant date.

(c) Option Term . The term of each Stock Option shall be fixed by the Administrator, but no Stock Option shall be exercisable more than ten years after the date the Stock Option is granted. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option shall be no more than five years from the date of grant.

(d) Exercisability; Rights of a Stockholder . Stock Options shall become exercisable at such time or times, whether or not in installments, as shall be determined by the Administrator at or after the grant date. The Administrator may at any time accelerate the exercisability of all or any portion of any Stock Option. An optionee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(e) Method of Exercise . Stock Options may be exercised in whole or in part, by giving written or electronic notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods except to the extent otherwise provided in the Option Award Certificate:

(i) In cash, by certified or bank check or other instrument acceptable to the Administrator;

(ii) Through the delivery (or attestation to the ownership following such procedures as the Company may prescribe) of shares of Stock that are not then subject to restrictions under any Company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(iii) By the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Company shall prescribe as a condition of such payment procedure; or

(iv) With respect to Stock Options that are not Incentive Stock Options, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. The transfer to the optionee on the records of the Company or of the transfer agent of the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the optionee (or a purchaser acting in his stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements

contained in the Option Award Certificate or applicable provisions of laws (including the satisfaction of any withholding taxes that the Company is obligated to withhold with respect to the optionee). In the event an optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the optionee upon the exercise of the Stock Option shall be net of the number of attested shares. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the exercise of Stock Options, such as a system using an internet website or interactive voice response, then the paperless exercise of Stock Options may be permitted through the use of such an automated system.

(f) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by an optionee during any calendar year shall not exceed $100,000. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

SECTION 6. STOCK APPRECIATION RIGHTS

(a) Award of Stock Appreciation Rights. The Administrator may grant Stock Appreciation Rights under the Plan. A Stock Appreciation right is an award entitling the recipient to receive shares of Stock having a value equal to the excess of the Fair Market Value of a share of Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

(b) Exercise Price of Stock Appreciation Rights. The exercise price of a Stock Appreciation Right shall not be less than 100 percent of the Fair Market Value of the Stock on the date of grant.

(c) Grant and Exercise of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option granted pursuant to Section 5 of the Plan.

(d) Terms and Conditions of Stock Appreciation Rights. Stock Appreciation Rights shall be subject to such terms and conditions as shall be determined from time to time by the Administrator. The term of a Stock Appreciation Right may not exceed ten years.

SECTION 7. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Administrator may grant Restricted Stock awards under the Plan. A Restricted Stock Award is any Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award Certificate shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees.

(b) Rights as a Stockholder . Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Shares and receipt of dividends; provided that if the lapse of restrictions with respect to the Restricted Stock Award is tied to the attainment of performance goals, any dividends paid by the Company during the performance period shall accrue and shall not be paid to the grantee until and to the extent the performance goals are met with respect to the Restricted Stock Award. Unless the Administrator shall otherwise determine, (i) uncertificated Restricted Shares shall be accompanied by a notation on the records of the Company or the transfer agent to the effect that they are subject to forfeiture until such Restricted Shares are vested as provided in Section 7(d) below, and (ii) certificated Restricted Shares shall remain in the possession of the Company until such Restricted Shares are vested as provided in Section 7(d) below, and the grantee shall be required, as a condition of the grant, to deliver to the Company such instruments of transfer as the Administrator may prescribe.

(c) Restrictions . Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award Certificate. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 18 below, in writing after the Award is issued, if a grantee's employment (or other service relationship) with the Company and its Subsidiaries terminates for any reason, any Restricted Shares that have not vested at the time of termination shall automatically and without any requirement of notice to such grantee from or other action by or on behalf of, the Company be deemed to have been reacquired by the Company at its original purchase price (if any) from such grantee or such grantee's legal representative simultaneously with such termination of employment (or other service relationship), and thereafter shall cease to represent any ownership of the Company by the grantee or rights of the grantee as a stockholder. Following such deemed reacquisition of Restricted Shares that are represented by physical certificates, a grantee shall surrender such certificates to the Company upon request without consideration.

(d) Vesting of Restricted Shares . The Administrator at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Restricted Shares and the Company's right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the shares on which all restrictions have lapsed shall no longer be Restricted Stock and shall be deemed "vested." Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 18 below, in writing after the Award is issued, a grantee's rights in any Restricted Shares that have not vested shall automatically terminate upon the grantee's termination of employment (or other service relationship) with the Company and its Subsidiaries and such shares shall be subject to the provisions of Section 7(c) above.

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Administrator may grant Restricted Stock Units under the Plan. A Restricted Stock Unit is an Award of stock units that may be settled in shares of Stock upon the satisfaction of such restrictions and conditions at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award Certificate shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees. Except in the case of Restricted Stock Units with a deferred settlement date that complies with Section 409A, at the end of the vesting period, vested Restricted Stock Units shall be settled in the form of shares of Stock. Restricted Stock Units with deferred settlement dates are subject to Section 409A, and shall contain such additional terms and conditions as the Administrator shall determine in its sole discretion in order to comply with the requirements of Section 409A.

(b) Election to Receive Restricted Stock Units in Lieu of Compensation. The Administrator may, in its sole discretion, permit a grantee to elect to receive a portion of future cash compensation otherwise due to such grantee in the form of an award of Restricted Stock Units. Any such election shall be made in writing and shall be delivered to the Company no later than the date specified by the Administrator and in accordance with Section 409A and such other rules and procedures established by the Administrator. Any such future cash compensation that the grantee elects to defer shall be converted to a fixed number of Restricted Stock Units based on the Fair Market Value of Stock on the date the compensation would otherwise have been paid to the grantee if such payment had not been deferred as provided herein. The Administrator shall have the sole right to determine whether and under what circumstances to permit such elections and to impose such limitations and other terms and conditions thereon as the Administrator deems appropriate. Any Restricted Stock Units that are elected to be received in lieu of cash compensation shall be fully vested, unless otherwise provided in the Award Certificate.

(c) Rights as a Stockholder. A grantee shall have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units; provided, however, that the grantee may be credited with Dividend Equivalent Rights with respect to the stock units underlying his Restricted Stock Units, subject to the provisions of Section 11 and such terms and conditions as the Administrator may determine.

(d) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 18 below, in writing after the Award is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason.

SECTION 9. UNRESTRICTED STOCK AWARDS

Grant or Sale of Unrestricted Stock. The Administrator may grant (or sell at par value or such higher purchase price determined by the Administrator) an Unrestricted Stock Award under the Plan. An Unrestricted Stock Award is an Award pursuant to which the grantee may receive shares of Stock free of any restrictions under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

SECTION 10. CASH-BASED AWARDS

Grant of Cash-Based Awards. The Administrator may grant Cash-Based Awards under the Plan. A Cash-Based Award is an award that entitles the grantee to a payment in cash upon the attainment of specified Performance Goals. The Administrator shall determine the maximum duration of the Cash-Based Award, the amount of cash to which the Cash-Based Award pertains, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Administrator shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula or payment ranges as determined by the Administrator. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash.

SECTION 11. PERFORMANCE SHARE AWARDS

(a) Nature of Performance Share Awards. The Administrator may grant Performance Share Awards under the Plan. A Performance Share Award is an Award entitling the grantee to receive shares of stock upon the attainment of performance goals. The Administrator shall determine whether and to whom Performance Share Awards shall be granted, the Performance Goals, the periods during which performance is to be measured, which may not be less than one year except in the case of a Sale Event, and such other limitations and conditions as the Administrator shall determine.

(b) Rights as a Stockholder. A grantee receiving a Performance Share Award shall have the rights of a stockholder only as to shares of Stock actually received by the grantee under the Plan and not with respect to shares subject to the Award but not actually received by the grantee. A grantee shall be entitled to receive shares of Stock under a Performance Share Award only upon satisfaction of all conditions specified in the Performance Share Award Certificate (or in a performance plan adopted by the Administrator).

(c) Termination. Except as may otherwise be provided by the Administrator either in the Award agreement or, subject to Section 18 below, in writing after the Award is issued, a grantee's rights in all Performance Share Awards shall automatically terminate upon the grantee's termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason.

SECTION 12. PERFORMANCE-BASED AWARDS TO COVERED EMPLOYEES

(a) Performance-Based Awards. The Administrator may grant one or more Performance-Based Awards in the form of a Restricted Stock Award, Restricted Stock Units, Performance Share Awards or Cash-Based Award payable upon the attainment of Performance Goals that are established by the Administrator and relate to one or more of the Performance Criteria, in each case on a specified date or dates or over any period or periods determined by the Administrator. The Administrator shall define in an objective fashion the manner of calculating the Performance Criteria it selects to use for any Performance Cycle. Depending on the Performance Criteria used to establish such Performance Goals, the Performance Goals may be expressed in terms of overall Company performance or the performance of a division, business unit, or an individual. Each Performance-Based Award shall comply with the provisions set forth below.

(b) Grant of Performance-Based Awards. With respect to each Performance-Based Award granted to a Covered Employee (or any other eligible individual that the Administrator determines is reasonably likely to become a Covered Employee), the Administrator shall select, within the first 90 days of a Performance Cycle (or, if shorter, within the maximum period allowed under Section 162(m) of the Code) the Performance Criteria for such grant, and the Performance Goals with respect to each Performance Criterion (including a threshold level of performance below which no amount will become payable with respect to such Award). Each Performance-Based Award will specify the amount payable, or the formula for determining the amount payable, upon achievement of the various applicable performance targets. The Performance Criteria established by the Administrator may be (but need not be) different for each Performance Cycle and different Performance Goals may be applicable to Performance-Based Awards to different Covered Employees.

(c) Payment of Performance-Based Awards. Following the completion of a Performance Cycle, the Administrator shall meet to review and certify in writing whether, and to what extent, the Performance Goals for the Performance Cycle have been achieved and, if so, to also calculate and certify in writing the amount of the Performance-Based Awards earned for the Performance Cycle. The Administrator shall then determine the actual size of each Covered Employee's Performance-Based Award, and, in doing so, may reduce or eliminate the amount of the Performance-Based Award for a Covered Employee if, in its sole judgment, such reduction or elimination is appropriate.

(d) Maximum Award Payable. The maximum Performance-Based Award payable to any one Covered Employee under the Plan for a Performance Cycle is 1,000,000 shares of Stock (subject to adjustment as provided in Section 3(c) hereof) or $2,000,000 in the case of a Performance-Based Award that is a Cash-Based Award.

SECTION 13. DIVIDEND EQUIVALENT RIGHTS

(a) Dividend Equivalent Rights. The Administrator may grant Dividend Equivalent Rights under the Plan. A Dividend Equivalent Right is an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other Award to which it relates) if such shares had been issued to the grantee. A Dividend Equivalent Right may be granted hereunder to any grantee as a

component of an award of Restricted Stock Units, Restricted Stock Award or Performance Share Award or as a freestanding award. The terms and conditions of Dividend Equivalent Rights shall be specified in the Award Certificate. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may be deemed to be reinvested in additional shares of Stock, which may thereafter accrue additional equivalents. Any such reinvestment shall be at Fair Market Value on the date of reinvestment or such other price as may then apply under a dividend reinvestment plan sponsored by the Company, if any. Dividend Equivalent Rights may be settled in cash or shares of Stock or a combination thereof, in a single installment or installments. A Dividend Equivalent Right granted as a component of an award of Restricted Stock Units or Restricted Stock Award with performance vesting or Performance Share Award shall provide that such Dividend Equivalent Right shall be settled only upon settlement or payment of, or lapse of restrictions on, such other Award, and that such Dividend Equivalent Right shall expire or be forfeited or annulled under the same conditions as such other Award.

(b) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 18 below, in writing after the Award is issued, a grantee's rights in all Dividend Equivalent Rights shall automatically terminate upon the grantee's termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason.

SECTION 14. TRANSFERABILITY OF AWARDS

(a) Transferability. Except as provided in Section 14(b) below, during a grantee's lifetime, his or her Awards shall be exercisable only by the grantee, or by the grantee's legal representative or guardian in the event of the grantee's incapacity. No Awards shall be sold, assigned, transferred or otherwise encumbered or disposed of by a grantee other than by will or by the laws of descent and distribution or pursuant to a domestic relations order. No Awards shall be subject, in whole or in part, to attachment, execution, or levy of any kind, and any purported transfer in violation hereof shall be null and void.

(b) Administrator Action. Notwithstanding Section 14(a), the Administrator, in its discretion, may provide either in the Award Certificate regarding a given Award or by subsequent written approval that the grantee (who is an employee or director) may transfer his or her Non-Qualified Options to his or her immediate family members, to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award. In no event may an Award be transferred by a grantee for value.

(c) Family Member. For purposes of Section 14(b), "family member" shall mean a grantee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the grantee's household (other than a tenant of the grantee), a trust in which these persons (or the grantee) have more than 50 percent of the beneficial interest, a foundation in which these persons (or the grantee) control the management of assets, and any other entity in which these persons (or the grantee) own more than 50 percent of the voting interests.

(d) Designation of Beneficiary . To the extent permitted by the Company, each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Administrator and shall not be effective until received by the Administrator. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

SECTION 15. TAX WITHHOLDING

(a) Payment by Grantee . Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the grantee for Federal income tax purposes, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, any Federal, state, or local taxes of any kind required by law to be withheld by the Company with respect to such income. The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver evidence of book entry (or stock certificates) to any grantee is subject to and conditioned on tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock . Subject to approval by the Administrator, the Company's minimum required tax withholding obligation may be satisfied, in whole or in part, by the Company withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due. The Administrator may also require Awards to be subject to mandatory share withholding up to the required withholding amount. For purposes of share withholding, the Fair Market Value of withheld shares shall be determined in the same manner as the value of Stock includible in income of the grantee.

SECTION 16. SECTION 409A AWARDS

To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any such Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 17. TERMINATION OF EMPLOYMENT. TRANSFER, LEAVE OF ABSENCE, ETC.

(a) Termination of Employment . If the grantee's employer ceases to be a Subsidiary, the grantee shall be deemed to have terminated employment for the purposes of the Plan.

For purposes of the Plan, the following events shall not be deemed a termination of employment:

(b) a transfer to the employment of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or

(c) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

Unless the Administrator provides otherwise or as required by law, vesting of Awards granted hereunder shall be suspended during any unpaid leave of absence of such grantee that exceeds a period of seven (7) days.

SECTION 18. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the holder's consent. Except as provided in Section 3(c) or 3(d), without prior stockholder approval, in no event may the Administrator exercise its discretion to reduce the exercise price of outstanding Stock Options or Stock Appreciation Rights or effect repricing through cancellation and re-grants or cancellation of Stock Options or Stock Appreciation Rights in exchange for cash. To the extent required under the rules of any securities exchange or market system on which the Stock is listed, to the extent determined by the Administrator to be required by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code, or to ensure that compensation earned under Awards qualifies as performance-based compensation under Section 162(m) of the Code, Plan amendments shall be subject to approval by the Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 18 shall limit the Administrator's authority to take any action permitted pursuant to Section 3(c) or 3(d).

SECTION 19. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator shall otherwise expressly determine in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

SECTION 20. GENERAL PROVISIONS

(a) No Distribution. The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

(b) Delivery of Stock Certificates. Stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company. Uncertificated Stock shall be deemed delivered for all purposes when the Company or a Stock transfer agent of the Company shall have given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records). Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing shares of Stock pursuant to the exercise of any Award, unless and until the Administrator has determined, with advice of counsel (to the extent the Administrator deems such advice necessary or advisable), that the issuance and delivery of such certificates is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the shares of Stock are listed, quoted or traded. All Stock certificates delivered pursuant to the Plan shall be subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with federal, state or foreign jurisdiction, securities or other laws, rules and quotation system on which the Stock is listed, quoted or traded. The Administrator may place legends on any Stock certificate to reference restrictions applicable to the Stock. In addition to the terms and conditions provided herein, the Administrator may require that an individual make such reasonable covenants, agreements, and representations as the Administrator, in its discretion, deems necessary or advisable in order to comply with any such laws, regulations, or requirements. The Administrator shall have the right to require any individual to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Administrator.

(c) Stockholder Rights. Until Stock is deemed delivered in accordance with Section 20(b), no right to vote or receive dividends or any other rights of a stockholder will exist with respect to shares of Stock to be issued in connection with an Award, notwithstanding the exercise of a Stock Option or any other action by the grantee with respect to an Award.

(d) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment with the Company or any Subsidiary.

(e) Trading Policy Restrictions . Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policies and procedures, as in effect from time to time.

(f) Clawback Policy . Awards under the Plan shall be subject to the Company's clawback policy, as may be adopted and as in effect from time to time.

SECTION 21. EFFECTIVE DATE OF PLAN

This Plan shall become effective immediately prior to the Company's Initial Public Offering, following stockholder approval of the Plan in accordance with applicable state law, the Company's bylaws and articles of incorporation, and applicable stock exchange rules or pursuant to written consent. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the Effective Date and no grants of Incentive Stock Options may be made hereunder after the tenth anniversary of the date the Plan is approved by the Board.

SECTION 22. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles.

DATE APPROVED BY BOARD OF DIRECTORS: September 25, 2014

DATE APPROVED BY STOCKHOLDERS: September 25, 2014

GLOBAL INCENTIVE STOCK OPTION AGREEMENT
UNDER THE HUBSPOT, INC.
2014 STOCK OPTION AND INCENTIVE PLAN

Name of Optionee:	<Participant Name>
No. of Option Shares:	<Number of Awards Granted>
Option Exercise Price per Share:	$ <Grant Date FMV> **[FMV on Grant Date (110% of FMV if a 10% owner)]**
Grant Date:	<Grant Date>
Vesting Commencement Date:	<Vest from Hire Date>, <Vesting Schedule (Dates & Quantities)>
Expiration Date:	<Expiration Date> **[up to 10 years (5 if a 10% owner)]**

Pursuant to the HubSpot, Inc. 2014 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), and this Global Incentive Stock Option Award Agreement, including any special terms and conditions for the Optionee's country set forth in the appendix attached hereto (the "Appendix" and together with the Global Incentive Stock Option Agreement, the "Agreement"), HubSpot, Inc. (the "Company") hereby grants to the Optionee named above an option (the "Stock Option") to purchase on or prior to the Expiration Date specified above all or part of the number of shares of Common Stock, par value $0.001 per share (the "Stock"), of the Company specified above at the Option Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan.

1. VESTING SCHEDULE. NO PORTION OF THIS STOCK OPTION MAY BE EXERCISED UNTIL SUCH PORTION SHALL HAVE BECOME VESTED AND EXERCISABLE. EXCEPT AS SET FORTH BELOW, AND SUBJECT TO THE DISCRETION OF THE ADMINISTRATOR (AS DEFINED IN SECTION 2 OF THE PLAN) TO ACCELERATE THE VESTING SCHEDULE HEREUNDER, THE OPTION SHARES SHALL VEST AND BECOME EXERCISABLE [IN [ ] INSTALLMENTS] FOLLOWING THE VESTING COMMENCEMENT DATE, PROVIDED THE OPTIONEE REMAINS AN EMPLOYEE OF THE COMPANY OR A SUBSIDIARY ON EACH SUCH DATE. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE OPTIONEE'S EMPLOYMENT WITH THE COMPANY AND ANY SUBSIDIARY TERMINATES DUE TO THE OPTIONEE'S DEATH, THEN THE OPTION SHARES SHALL BE DEEMED FULLY VESTED AND EXERCISABLE UPON THE DATE OF THE OPTIONEE'S DEATH. ONCE VESTED AND EXERCISABLE, THIS STOCK OPTION SHALL CONTINUE TO BE EXERCISABLE AT ANY TIME OR TIMES PRIOR TO THE CLOSE OF BUSINESS ON THE EXPIRATION DATE, SUBJECT TO THE PROVISIONS HEREOF AND OF THE PLAN. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY POLICIES OF THE COMPANY REGARDING VESTING DURING LEAVES OF ABSENCE.

Notwithstanding the foregoing, in the event of a Sale Event (as defined in the Plan) in which this Stock Option is continued or assumed by a successor to the Company, this Stock Option shall be deemed vested and exercisable upon the date on which the Optionee's employment relationship with the Company and any Subsidiary or successor entity, as the case may be, terminates if such termination occurs (i) within 12 months after such Sale Event or 90 days prior to such Sale Event, and (ii) such termination is by the Company or any Subsidiary or successor entity without Cause or by the Optionee for Good Reason.

The following definitions shall apply:

" *Cause* " shall mean (i) the Optionee's dishonest statements or acts with respect to the Company or any affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (ii) the Optionee's commission of (A) a felony (or crime of similar magnitude under non-U.S. laws, as determined by the Administrator) or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) the Optionee's failure to perform his assigned duties and responsibilities to the reasonable satisfaction of the Company or a Subsidiary which failure continues, in the reasonable judgment of the Company or a Subsidiary, after written notice given to the Optionee by the Company or a Subsidiary; (iv) the Optionee's gross negligence, willful misconduct or insubordination with respect to the Company or any Subsidiary (including, but not limited to, any violation of the Company's code of conduct, insider trading, willful accounting improprieties or failure to cooperate with investigations); or (v) the Optionee's material violation of any provision of any agreement(s) between the Optionee and the Company or any Subsidiary relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

"Good Reason" shall mean (i) a material diminution in the Optionee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company or a Subsidiary or (ii) a change of more than 50 miles in the geographic location at which the Optionee provides services to the Company or a Subsidiary, so long as the Optionee provides notice to the Company or the Subsidiary within at least 90 days following the initial occurrence of any such event and the Company or the Subsidiary fails to cure such event within 30 days of such notice.

2. MANNER OF EXERCISE.

(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) if permitted by the Administrator, through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the

Administrator; (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) if permitted by the Administrator, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or (v) a combination of (i), (ii), (iii) and (iv) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses (and the Administrator permits to) pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

3 . TERMINATION OF EMPLOYMENT. IF THE OPTIONEE'S EMPLOYMENT BY THE COMPANY OR A SUBSIDIARY IS TERMINATED, THE PERIOD WITHIN WHICH TO EXERCISE THE STOCK OPTION MAY BE SUBJECT TO EARLIER TERMINATION AS SET FORTH BELOW.

(a) Termination Due to Death . If the Optionee's employment terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier.

(b) Termination Due to Disability . If the Optionee's employment terminates by reason of the Optionee's disability (as determined by the Administrator), any portion of this Stock Option outstanding on such date, to the extent vested and exercisable on the date of such disability, may thereafter be exercised by the Optionee for a period of 12 months from the date of disability or until the Expiration Date, if earlier. Any portion of this Stock Option that is not vested and exercisable on the date of disability shall terminate immediately and be of no further force or effect.

(c) Termination for Cause . If the Optionee's employment terminates for Cause, any portion of this Stock Option outstanding on such date shall terminate immediately and be of no further force and effect. For purposes hereof, "Cause" shall mean, unless otherwise provided in an employment agreement between the Company and the Optionee, a determination by the Administrator that the Optionee shall be dismissed as a result of (i) any material breach by the Optionee of any agreement between the Optionee and the Company or a Subsidiary; (ii) the conviction of, indictment for or plea of nolo contendere by the Optionee to a felony (or crime of similar magnitude under non-U.S. laws, as determined by the Administrator) or a crime involving moral turpitude; or (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the Optionee of the Optionee's duties to the Company or a Subsidiary.

(d) Other Termination . If the Optionee's employment terminates for any reason other than the Optionee's death, the Optionee's disability, or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Option outstanding on such date may be exercised, to the extent vested and exercisable on the date of termination (after giving effect to any accelerated vesting in Section 1 above), for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Option that is not vested and exercisable on the date of termination shall terminate immediately and be of no further force or effect.

The Administrator's determination of the reason for termination of the Optionee's employment shall be conclusive and binding on the Optionee and his or her representatives or legatees.

4. INCORPORATION OF PLAN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS STOCK OPTION SHALL BE SUBJECT TO AND GOVERNED BY ALL THE TERMS AND CONDITIONS OF THE PLAN, INCLUDING THE POWERS OF THE ADMINISTRATOR SET FORTH IN SECTION 2(B) OF THE PLAN. CAPITALIZED TERMS IN THIS AGREEMENT SHALL HAVE THE MEANING SPECIFIED IN THE PLAN, UNLESS A DIFFERENT MEANING IS SPECIFIED HEREIN.

5 . TRANSFERABILITY. THIS AGREEMENT IS PERSONAL TO THE OPTIONEE, IS NON-ASSIGNABLE AND IS NOT TRANSFERABLE IN ANY MANNER, BY OPERATION OF LAW OR OTHERWISE, OTHER THAN BY WILL OR THE LAWS OF DESCENT AND DISTRIBUTION. THIS STOCK OPTION IS EXERCISABLE, DURING THE OPTIONEE'S LIFETIME, ONLY BY THE OPTIONEE, AND THEREAFTER, ONLY BY THE OPTIONEE'S LEGAL REPRESENTATIVE OR LEGATEE.

6. STATUS OF THE STOCK OPTION. THIS STOCK OPTION IS INTENDED TO QUALIFY AS AN "INCENTIVE STOCK OPTION" UNDER SECTION 422 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), BUT THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THIS STOCK OPTION QUALIFIES AS SUCH. THE OPTIONEE SHOULD CONSULT WITH HIS OR HER OWN TAX ADVISORS REGARDING THE TAX EFFECTS OF THIS STOCK OPTION AND THE REQUIREMENTS NECESSARY TO OBTAIN FAVORABLE INCOME TAX TREATMENT UNDER SECTION 422 OF THE CODE, INCLUDING, BUT NOT LIMITED TO, HOLDING PERIOD REQUIREMENTS. TO THE EXTENT ANY PORTION OF THIS STOCK OPTION DOES NOT SO QUALIFY AS AN "INCENTIVE STOCK OPTION," SUCH PORTION SHALL BE DEEMED TO BE A NON-QUALIFIED STOCK OPTION. IF THE OPTIONEE INTENDS TO DISPOSE OR DOES DISPOSE (WHETHER BY SALE, GIFT, TRANSFER OR OTHERWISE) OF ANY OPTION SHARES WITHIN THE ONE-YEAR PERIOD BEGINNING ON THE DATE AFTER THE TRANSFER OF SUCH SHARES TO HIM OR HER, OR WITHIN THE TWO-YEAR PERIOD BEGINNING ON THE DAY AFTER THE GRANT OF THIS STOCK OPTION, HE OR SHE WILL SO NOTIFY THE COMPANY WITHIN 30 DAYS AFTER SUCH DISPOSITION.

7. RESPONSIBILITY FOR TAXES.

(a) The Optionee acknowledges that, regardless of any action taken by the Company or, if different, the Subsidiary employing the Optionee (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items") is and remains the Optionee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Stock Option, including, but not limited to, the grant, vesting or exercise of this Stock Option, the subsequent sale of shares of Stock acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of this Stock Option to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee is subject to Tax-Related Items in more than one jurisdiction, the Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Optionee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Optionee's wages or other cash compensation paid to the Optionee by the Company and/or the Employer; (ii) allowing or requiring the Optionee to make a cash payment to cover the Tax-Related Items; (iii) withholding from proceeds of the sale of shares of Stock acquired upon exercise of this Stock Option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Optionee's behalf pursuant to this authorization without further consent); (i v) withholding from the shares of Stock to be issued to the Optionee upon exercise of this Stock Option ; or (v) any other method of withholding determined by the Company and permitted by applicable law ; provided, however, that that i f the Optionee is a Section 16 officer of the Company under the Exchange Act, in which case, the obligation for Tax-Related Items may be satisfied only by one or a combination of methods (i), (ii) and (iii) above.

(c) Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum rates applicable in the Optionee's jurisdiction, in which case the Optionee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in shares of Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Optionee is deemed to have been issued the full number of shares of Stock subject to the exercised Stock Option, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

(d) The Optionee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock, or the proceeds of the sale of shares of Stock, if the Optionee fails to comply with his or her obligations in connection with the Tax-Related Items.

8. NO OBLIGATION TO CONTINUE EMPLOYMENT. THE GRANT OF THIS STOCK OPTION SHALL NOT BE INTERPRETED AS FORMING OR AMENDING AN EMPLOYMENT CONTRACT WITH THE COMPANY OR ANY SUBSIDIARY (INCLUDING THE EMPLOYER), AND SHALL NOT BE CONSTRUED AS GIVING THE OPTIONEE THE RIGHT TO BE RETAINED IN THE EMPLOY OF THE EMPLOYER. NEITHER THE PLAN NOR THIS AGREEMENT SHALL INTERFERE IN ANY WAY WITH THE RIGHT OF THE EMPLOYER TO TERMINATE THE EMPLOYMENT OF THE OPTIONEE AT ANY TIME.

9. INTEGRATION. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THIS STOCK OPTION AND SUPERSEDES ALL PRIOR AGREEMENTS AND DISCUSSIONS BETWEEN THE PARTIES CONCERNING SUCH SUBJECT MATTER.

10 . NATURE OF GRANT. IN ACCEPTING THIS STOCK OPTION, THE OPTIONEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of this Stock Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of stock options, or benefits in lieu of stock options, even if stock options have been granted in the past;

(c) all decisions with respect to future stock option or other grants, if any, will be at the sole discretion of the Company;

(d) the Optionee is voluntarily participating in the Plan;

(e) this Stock Option and the Shares subject to this Stock Option, and the income from and value of same, are not intended to replace any pension rights or compensation;

(f) unless otherwise agreed with the Company, this Stock Option and the shares of Stock subject to this Stock Option, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Optionee may provide as a director of a Subsidiary;

(g) this Stock Option and the Shares subject to this Stock Option, and the income from and value of same, are not part of normal or expected compensation for purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday-pay, long-service awards, pension or retirement or welfare benefits or similar payments;

(h) the future value of the Shares subject to this Stock Option is unknown, indeterminable, and cannot be predicted with certainty;

(i) if the Shares subject to this Stock Option do not increase in value, this Stock Option will have no value;

(j) if the Optionee exercises this Stock Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Option Exercise Price;

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of this Stock Option resulting from the termination of the Optionee's employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any);

(l) unless otherwise provided in the Plan or by the Company in its discretion, this Stock Option and the benefits evidenced by this Agreement do not create any entitlement to have this Stock Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Stoc k; and

(m) if the Optionee resides and/or works in a country outside the United States, the following shall apply:

(i) this Stock Option and any shares of Stock subject to this Stock Option, and the income from and value of same, are not part of normal or expected compensation for any purpose;

(ii) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the United States Dollar that may affect the value of this Stock Option or of any amounts due to the Optionee pursuant to the exercise of this Stock Option or the subsequent sale of any shares of Stock acquired upon exercise.

11. APPENDIX. NOTWITHSTANDING ANY PROVISION OF THIS GLOBAL INCENTIVE STOCK OPTION AGREEMENT, IF THE OPTIONEE RESIDES IN A COUNTRY OUTSIDE THE UNITED STATES OR IS OTHERWISE SUBJECT TO THE LAWS OF A COUNTRY OTHER THAN THE UNITED STATES, THIS STOCK OPTION SHALL BE SUBJECT TO THE SPECIAL TERMS AND CONDITIONS SET FORTH IN THE APPENDIX TO THIS GLOBAL INCENTIVE STOCK OPTION AGREEMENT FOR THE OPTIONEE'S COUNTRY, IF ANY. MOREOVER, IF THE OPTIONEE RELOCATES TO ONE OF THE COUNTRIES INCLUDED IN THE APPENDIX DURING THE TERM OF THE STOCK OPTION, THE TERMS AND CONDITIONS FOR SUCH COUNTRY SHALL APPLY TO THE OPTIONEE, TO THE EXTENT THE COMPANY DETERMINES THAT THE APPLICATION OF SUCH TERMS AND CONDITIONS IS NECESSARY OR ADVISABLE FOR LEGAL OR ADMINISTRATIVE REASONS. THE APPENDIX FORMS PART OF THIS GLOBAL INCENTIVE STOCK OPTION AGREEMENT.

12. LANGUAGE. THE OPTIONEE ACKNOWLEDGES THAT HE OR SHE IS PROFICIENT IN THE ENGLISH LANGUAGE AND UNDERSTANDS THE TERMS OF THIS AGREEMENT. IF THE OPTIONEE HAS RECEIVED THIS AGREEMENT, OR ANY OTHER DOCUMENTS RELATED TO THIS STOCK OPTION AND/OR THE PLAN TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH AND IF THE MEANING OF THE TRANSLATED VERSION IS DIFFERENT THAN THE ENGLISH VERSION, THE ENGLISH VERSION WILL CONTROL.

13 . NOTICES. NOTICES HEREUNDER SHALL BE MAILED OR DELIVERED TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS AND SHALL BE MAILED OR DELIVERED TO THE OPTIONEE AT THE ADDRESS ON FILE WITH THE COMPANY OR, IN EITHER CASE, AT SUCH OTHER ADDRESS AS ONE PARTY MAY SUBSEQUENTLY FURNISH TO THE OTHER PARTY IN WRITING.

2. WAIVERS. THE OPTIONEE ACKNOWLEDGES THAT A WAIVER BY THE COMPANY OF BREACH OF ANY PROVISION OF THIS AGREEMENT SHALL NOT OPERATE OR BE CONSTRUED AS A WAIVER OF ANY OTHER PROVISION OF THIS AGREEMENT, OR OF ANY SUBSEQUENT BREACH BY THE OPTIONEE OR ANY OTHER OPTIONEE .

3. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, APPLIED WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

4. VENUE. FOR PURPOSES OF LITIGATING ANY DISPUTE THAT ARISES DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP OF THE PARTIES EVIDENCED BY THIS AGREEMENT, THE PARTIES HEREBY SUBMIT TO AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE OF MASSACHUSETTS AND AGREE THAT SUCH LITIGATION SHALL BE CONDUCTED ONLY IN THE COURTS OF MIDDLESEX COUNTY, MASSACHUSETTS, OR THE FEDERAL COURTS FOR THE COMMONWEALTH OF MASSACHUSETTS, WHERE THIS GRANT IS MADE AND/OR TO BE PERFORMED, AND NO OTHER COURTS.

5. SEVERABILITY. THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE AND IF ANY ONE OR MORE PROVISIONS ARE DETERMINED TO BE ILLEGAL OR OTHERWISE UNENFORCEABLE, IN WHOLE OR IN PART, THE REMAINING PROVISIONS SHALL NEVERTHELESS BE BINDING AND ENFORCEABLE.

6. IMPOSITION OF OTHER REQUIREMENTS. THE COMPANY RESERVES THE RIGHT TO IMPOSE OTHER REQUIREMENTS ON THIS STOCK OPTION AND THE SHARES OF STOCK ACQUIRED UPON EXERCISE OF THIS STOCK OPTION, TO THE EXTENT THE COMPANY DETERMINES IT IS NECESSARY OR ADVISABLE FOR LEGAL OR ADMINISTRATIVE REASONS, AND TO REQUIRE THE OPTIONEE TO ACCEPT ANY ADDITIONAL AGREEMENTS OR UNDERTAKINGS THAT MAY BE NECESSARY TO ACCOMPLISH THE FOREGOING.

7. ELECTRONIC DELIVERY AND ACCEPTANCE OF DOCUMENTS. THE COMPANY MAY, IN ITS SOLE DISCRETION, DECIDE TO DELIVER ANY DOCUMENTS RELATED TO CURRENT OR FUTURE PARTICIPATION IN THE PLAN BY ELECTRONIC MEANS. THE OPTIONEE HEREBY CONSENTS TO RECEIVE SUCH DOCUMENTS BY ELECTRONIC DELIVERY AND AGREE TO PARTICIPATE IN THE PLAN THROUGH AN ON-LINE OR ELECTRONIC SYSTEM ESTABLISHED AND MAINTAINED BY THE COMPANY OR A THIRD PARTY DESIGNATED BY THE COMPANY.

8 . COMPLIANCE WITH LAW. NOTWITHSTANDING ANY OTHER PROVISION OF THE PLAN OR THIS AGREEMENT, UNLESS THERE IS AN AVAILABLE EXEMPTION FROM ANY REGISTRATION, QUALIFICATION OR OTHER LEGAL REQUIREMENT APPLICABLE TO THE STOCK, THE COMPANY SHALL NOT BE REQUIRED TO PERMIT THE EXERCISE OF THIS STOCK OPTION AND/OR DELIVER ANY SHARES OF STOCK PRIOR TO THE COMPLETION OF ANY REGISTRATION OR QUALIFICATION OF THE SHARES OF STOCK UNDER ANY U.S. OR NON-U.S. LOCAL, STATE OR FEDERAL SECURITIES OR OTHER APPLICABLE LAW OR UNDER RULINGS OR REGULATIONS OF THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") OR OF ANY OTHER GOVERNMENTAL REGULATORY BODY, OR PRIOR TO OBTAINING ANY APPROVAL OR OTHER CLEARANCE FROM ANY U.S. OR NON-U.S. LOCAL, STATE OR FEDERAL GOVERNMENTAL AGENCY, WHICH REGISTRATION, QUALIFICATION OR APPROVAL THE COMPANY SHALL, IN ITS ABSOLUTE DISCRETION, DEEM NECESSARY OR ADVISABLE. THE OPTIONEE UNDERSTANDS THAT THE COMPANY IS UNDER NO OBLIGATION TO REGISTER OR QUALIFY THE SHARES OF STOCK WITH THE SEC OR ANY STATE OR NON-U.S. SECURITIES COMMISSION OR TO SEEK APPROVAL OR CLEARANCE FROM ANY GOVERNMENTAL AUTHORITY FOR THE ISSUANCE OR SALE OF THE SHARES OF STOCK SUBJECT TO THIS STOCK OPTION. FURTHER, THE OPTIONEE AGREES THAT THE COMPANY SHALL HAVE UNILATERAL AUTHORITY TO AMEND THIS AGREEMENT WITHOUT THE OPTIONEE'S CONSENT TO THE EXTENT NECESSARY TO COMPLY WITH SECURITIES OR OTHER LAWS APPLICABLE TO ISSUANCE OF THE SHARES OF STOCK SUBJECT TO THIS STOCK OPTION.

9. INSIDER TRADING RESTRICTIONS / MARKET ABUSE LAWS. BY ACCEPTING THIS STOCK OPTION, THE OPTIONEE ACKNOWLEDGES THAT HE OR SHE IS BOUND BY ALL THE TERMS AND CONDITIONS OF ANY COMPANY'S INSIDER TRADING POLICY AS MAY BE IN EFFECT FROM TIME TO TIME. THE OPTIONEE FURTHER ACKNOWLEDGES THAT, DEPENDING ON THE OPTIONEE'S COUNTRY, THE BROKER'S COUNTRY OR THE COUNTRY IN WHICH THE SHARES OF STOCK ARE LISTED, THE OPTIONEE MAY BE OR MAY BECOME SUBJECT TO INSIDER TRADING RESTRICTIONS AND/OR MARKET ABUSE LAWS WHICH MAY AFFECT THE OPTIONEE'S ABILITY TO ACCEPT, ACQUIRE, SELL OR OTHERWISE DISPOSE OF SHARES OF STOCK, RIGHTS TO SHARES OF STOCK (*E.G.* , STOCK OPTIONS) OR RIGHTS LINKED TO THE VALUE OF SHARES OF STOCK UNDER THE PLAN DURING SUCH TIMES AS THE OPTIONEE IS CONSIDERED TO HAVE "INSIDE INFORMATION" REGARDING THE COMPANY (AS DEFINED BY THE LAWS IN THE APPLICABLE JURISDICTIONS). LOCAL INSIDER TRADING LAWS AND REGULATIONS MAY PROHIBIT THE CANCELLATION OR AMENDMENT OF ORDERS THE OPTIONEE PLACED BEFORE THE OPTIONEE POSSESSED INSIDE INFORMATION. FURTHERMORE, THE OPTIONEE COULD BE PROHIBITED FROM (I) DISCLOSING THE INSIDE INFORMATION TO ANY THIRD PARTY, WHICH MAY INCLUDE FELLOW EMPLOYEES AND (II) "TIPPING" THIRD PARTIES OR CAUSING THEM OTHERWISE TO BUY OR SELL SECURITIES. ANY RESTRICTIONS UNDER THESE LAWS OR REGULATIONS ARE SEPARATE FROM AND IN ADDITION TO ANY RESTRICTIONS THAT MAY BE IMPOSED UNDER ANY COMPANY'S INSIDER TRADING POLICY AS MAY BE IN EFFECT FROM TIME TO TIME. THE OPTIONEE ACKNOWLEDGES THAT IT IS THE OPTIONEE'S RESPONSIBILITY TO COMPLY WITH ANY APPLICABLE RESTRICTIONS, AND THE OPTIONEE SHOULD SPEAK TO HIS OR HER PERSONAL ADVISOR ON THIS MATTER.

10 . FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL AND TAX REPORTING. DEPENDING ON THE OPTIONEE'S COUNTRY, T HE OPTIONEE MAY BE SUBJECT TO FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL , TAX REPORTING OR OTHER REQUIREMENTS WHICH MAY AFFECT THE OPTIONEE'S ABILITY ACQUIRE OR HOLD STOCK OPTIONS OR SHARES OF STOCK UNDER THE PLAN OR CASH RECEIVED FROM PARTICIPATING IN THE PLAN (INCLUDING DIVIDENDS AND THE PROCEEDS ARISING FROM THE SALE OF SHARES OF STOCK) IN A BROKERAGE/BANK ACCOUNT OUTSIDE THE OPTIONEE'S COUNTRY. THE APPLICABLE LAWS OF THE OPTIONEE'S COUNTRY MAY REQ UIRE THAT HE OR SHE REPORT SUCH STOCK OPTIONS, SHARES OF STOCK, ACCOUNTS, ASSETS OR TRANSACTIONS TO THE APPLICABLE AUTHORITIES IN SUCH COUNTRY AND/OR REPATRIATE FUNDS RECEIVED IN CONNECTION WITH THE PLAN TO THE OPTIONEE'S COUNTRY WITHIN A CERTAIN TIME PERIOD OR ACCORDING TO CERTAIN PROCEDURES . T HE OPTIONEE ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ANY APPLICABLE REQUIREMENTS AND SHOULD CONSULT HIS OR HER PERSONAL LEGAL ADVISOR TO ENSUR E COMPLIANCE WITH APPLICABLE LAWS.

11. [INCORPORATION OF POLICY FOR RECOUPMENT OF INCENTIVE COMPENSATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS STOCK OPTION SHALL BE SUBJECT TO AND GOVERNED BY ALL THE TERMS AND CONDITIONS OF THE COMPANY'S POLICY FOR RECOUPMENT OF INCENTIVE COMPENSATION, INCLUDING THE POWERS OF THE COMPANY TO RECOUP INCENTIVE COMPENSATION STATED THEREIN.]

HUBSPOT, INC.

By: 

Title: Chief Financial Officer

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Optionee (including through an online acceptance process) is acceptable.

Dated: <Acceptance Date>

<Electronic Signature>

<Participant Name>

APPENDIX

GLOBAL INCENTIVE STOCK OPTION AGREEMENT
FOR COMPANY EMPLOYEES
UNDER THE HUBSPOT, INC.
2014 STOCK OPTION AND INCENTIVE PLAN

Capitalized terms used but not defined in this Appendix shall have the same meanings assigned to them in the Plan and/or the Global Incentive Stock Option Agreement (the "Option Agreement").

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Optionee's Stock Option if the Optionee works and/or resides in one of the countries listed below. If the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working and/or residing (or is considered as such for local law purposes), or the Optionee transfers employment and/or residency to a different country after the grant of this Stock Option, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will apply to the Optionee.

Notifications

This Appendix also includes information regarding certain other issues of which the Optionee should be aware with respect to the Optionee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information noted herein as the only source of information relating to the consequences of participation in the Plan because the information may be out-of-date at the time the Optionee exercises the Stock Option or sells any shares of Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee's particular situation. As a result, the Company is not in a position to assure the Optionee of any particular result. Accordingly, the Optionee is strongly advised to seek appropriate professional advice as to how the relevant laws in the Optionee's country may apply to the Optionee's individual situation.

If the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working and/or residing (or is considered as such for local law purposes), or if the Optionee transfers employment and/or residency to a different country after the Stock Option is granted, the notifications contained in this Appendix may not be applicable to the Optionee in the same manner.

ALL NON-U.S./NON-EUROPEAN UNION/NON-EUROPEAN ECONOMIC AREA COUNTRIES

Data Privacy Notification and Consent

(a) By accepting the Stock Option, the Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in the Agreement by and among, as applicable, the Employer, the Company and its other Subsidiaries for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.

(b) The Optionee understands that the Company, the Employer and other Subsidiaries may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, email address, date of birth, social security number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of Stock or directorships held in the Company, details of all Stock Options or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Optionee's favor ("Data"), for the purpose of implementing, administering and managing the Plan

(c) The Optionee understands that Data will be transferred to Fidelity Stock Plan Services LLC, or such other stock plan service provider as may be selected by the Company in the future, which assist in the implementation, administration and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g. the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that if he or she resides outside the United States, the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee authorizes the Company, Fidelity Stock Plan Services LLC and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Stock received upon exercise of the Stock Option may be deposited. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that if the Optionee resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, the Optionee's employment status with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Stock Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing the Optionee's consent may affect his or

her ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

(d) Upon request of the Company or the Employer, the Optionee agrees to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Optionee for the purpose of administering the Optionee's participation in the Plan in compliance with the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands and agrees that he or she will not be able to participate in the Plan if the Optionee fails to provide any such consent or agreement requested by the Company and/or the Employer.

CANADA

Terms and Conditions

Method of Exercise . Notwithstanding any provision of the Plan or the Option Agreement, the Optionee may not pay the Option Exercise Price by using the methods of exercise set forth in Section 2(a)(ii) of the Option Agreement or the corresponding provisions of the Plan.

The following terms and conditions apply to employees resident in Quebec:

Language . The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.

Data Privacy . The following provision supplements the Data Privacy Notification and Consent provision above in this Appendix:

The Optionee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Optionee further authorizes the Company and any Subsidiary and the Administrator to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Optionee's employee file.

Notifications

Securities Law Information . The Optionee is permitted to sell shares of Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of shares of Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Stock are listed. The shares of Stock are currently listed on the New York Stock Exchange under the symbol "HUBS."

IRELAND

Notifications

Director Notification Information . Directors, shadow directors and secretaries of an Irish Subsidiary must notify such Subsidiary in writing upon (i) receiving or disposing of an interest in the Company (*e.g.* , the Stock Option, shares of Stock, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of the Company. This notification requirement also applies with respect to the interests of any spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary). The Optionee should consult with his or her personal legal advisor as to whether or not this notification requirement applies.

G LOBAL NON-QUALIFIED STOCK OPTION AGREEMENT
FOR COMPANY EMPLOYEES
UNDER THE HUBSPOT, INC.
2014 STOCK OPTION AND INCENTIVE PLAN

Name of Optionee:	<Participant Name>
No. of Option Shares:	<Number of Awards Granted>
Option Exercise Price per Share:	$ <Grant Date FMV> **[FMV on Grant Date]**
Grant Date:	<Grant Date>
Vesting Commencement Date:	<Vest from Hire Date>, <Vesting Schedule (Dates & Quantities)>
Expiration Date:	<Expiration Date>

Pursuant to the HubSpot, Inc. 2014 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), and this Global Non-Qualified Stock Option Award Agreement, including any special terms and conditions for the Optionee's country set forth in the appendix attached hereto (the "Appendix" and together with the Global Non-Qualified Stock Option Agreement, the "Agreement"), HubSpot, Inc. (the "Company") hereby grants to the Optionee named above an option (the "Stock Option") to purchase on or prior to the Expiration Date specified above all or part of the number of shares of Common Stock, par value $0.001 per share (the "Stock") of the Company specified above at the Option Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan. This Stock Option is not intended to be an "incentive stock option" under Section 422 of the U.S. Internal Revenue Code of 1986, as amended.

SECTION 1. VESTING SCHEDULE. NO PORTION OF THIS STOCK OPTION MAY BE EXERCISED UNTIL SUCH PORTION SHALL HAVE BECOME VESTED AND EXERCISABLE. EXCEPT AS SET FORTH BELOW, AND SUBJECT TO THE DISCRETION OF THE ADMINISTRATOR (AS DEFINED IN SECTION 2 OF THE PLAN) TO ACCELERATE THE VESTING SCHEDULE HEREUNDER, THE OPTION SHARES SHALL VEST AND BECOME EXERCISABLE [IN [ ] INSTALLMENTS] FOLLOWING THE VESTING COMMENCEMENT DATE, PROVIDED THE OPTIONEE REMAINS AN EMPLOYEE OF THE COMPANY OR A SUBSIDIARY ON EACH SUCH DATE. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE OPTIONEE'S EMPLOYMENT WITH THE COMPANY AND ANY SUBSIDIARY TERMINATES DUE TO THE OPTIONEE'S DEATH, THEN THE OPTION SHARES SHALL BE DEEMED FULLY VESTED AND EXERCISABLE UPON THE DATE OF THE OPTIONEE'S DEATH. ONCE VESTED AND EXERCISABLE, THIS STOCK OPTION SHALL CONTINUE TO BE EXERCISABLE AT ANY TIME OR TIMES PRIOR TO THE CLOSE OF BUSINESS ON THE EXPIRATION DATE, SUBJECT TO THE PROVISIONS HEREOF AND OF THE PLAN. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY POLICIES OF THE COMPANY REGARDING VESTING DURING LEAVES OF ABSENCE.

Notwithstanding the foregoing, in the event of a Sale Event (as defined in the Plan) in which this Stock Option is continued or assumed by a successor to the Company, this Stock Option shall be deemed vested and exercisable upon the date on which the Optionee's employment relationship with the Company and any Subsidiary or successor entity, as the case may be, terminates if such termination occurs (i) within 12 months after such Sale Event or 90 days prior to such Sale Event, and (ii) such termination is by the Company or any Subsidiary or successor entity without Cause or by the Optionee for Good Reason.

The following definitions shall apply:

" *Cause* " shall mean (i) the Optionee's dishonest statements or acts with respect to the Company or any affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (ii) the Optionee's commission of (A) a felony (or crime of similar magnitude under non-U.S. laws, as determined by the Administrator) or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) the Optionee's failure to perform his assigned duties and responsibilities to the reasonable satisfaction of the Company or a Subsidiary which failure continues, in the reasonable judgment of the Company or a Subsidiary, after written notice given to the Optionee by the Company or a Subsidiary; (iv) the Optionee's gross negligence, willful misconduct or insubordination with respect to the Company or any Subsidiary (including, but not limited to, any violation of the Company's code of conduct, insider trading, willful accounting improprieties or failure to cooperate with investigations); or (v) the Optionee's material violation of any provision of any agreement(s) between the Optionee and the Company or any Subsidiary relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

"Good Reason" shall mean (i) a material diminution in the Optionee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company or a Subsidiary or (ii) a change of more than 50 miles in the geographic location at which the Optionee provides services to the Company or a Subsidiary, so long as the Optionee provides notice to the Company or the Subsidiary within at least 90 days following the initial occurrence of any such event and the Company or the Subsidiary fails to cure such event within 30 days of such notice.

SECTION 2. MANNER OF EXERCISE.

(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) if permitted by the Administrator, through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the

Administrator; (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) if permitted by the Administrator, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or (v) a combination of (i), (ii), (iii) and (iv) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to (and the Administrator permits to) pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

SECTION 3. TERMINATION OF EMPLOYMENT. IF THE OPTIONEE'S EMPLOYMENT BY THE COMPANY OR A SUBSIDIARY IS TERMINATED, THE PERIOD WITHIN WHICH TO EXERCISE THE STOCK OPTION MAY BE SUBJECT TO EARLIER TERMINATION AS SET FORTH BELOW.

(a) Termination Due to Death. If the Optionee's employment terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier.

(b) Termination Due to Disability. If the Optionee's employment terminates by reason of the Optionee's disability (as determined by the Administrator), any portion of this Stock Option outstanding on such date, to the extent vested and exercisable on the date of such disability, may thereafter be exercised by the Optionee for a period of 12 months from the date of disability or until the Expiration Date, if earlier. Any portion of this Stock Option that is not vested and exercisable on the date of disability shall terminate immediately and be of no further force or effect.

(c) Termination for Cause. If the Optionee's employment terminates for Cause, any portion of this Stock Option outstanding on such date shall terminate immediately and be of no further force and effect. For purposes hereof, "Cause" shall mean, unless otherwise provided in an employment agreement between the Company and the Optionee, a determination by the Administrator that the Optionee shall be dismissed as a result of (i) any material breach by the Optionee of any agreement between the Optionee and the Company or a Subsidiary; (ii) the conviction of, indictment for or plea of nolo contendere by the Optionee to a felony (or crime of similar magnitude under non-U.S. laws, as determined by the Administrator) or a crime involving moral turpitude; or (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the Optionee of the Optionee's duties to the Company or a Subsidiary.

(d) Other Termination. If the Optionee's employment terminates for any reason other than the Optionee's death, the Optionee's disability, or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Option outstanding on such date may be exercised, to the extent vested and exercisable on the date of termination (after giving effect to any accelerated vesting in Section 1 above), for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Option that is not vested and exercisable on the date of termination shall terminate immediately and be of no further force or effect.

The Administrator's determination of the reason for termination of the Optionee's employment shall be conclusive and binding on the Optionee and his or her representatives or legatees.

SECTION 4. INCORPORATION OF PLAN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS STOCK OPTION SHALL BE SUBJECT TO AND GOVERNED BY ALL THE TERMS AND CONDITIONS OF THE PLAN, INCLUDING THE POWERS OF THE ADMINISTRATOR SET FORTH IN SECTION 2(B) OF THE PLAN. CAPITALIZED TERMS IN THIS AGREEMENT SHALL HAVE THE MEANING SPECIFIED IN THE PLAN, UNLESS A DIFFERENT MEANING IS SPECIFIED HEREIN.

SECTION 5. TRANSFERABILITY. THIS AGREEMENT IS PERSONAL TO THE OPTIONEE, IS NON-ASSIGNABLE AND IS NOT TRANSFERABLE IN ANY MANNER, BY OPERATION OF LAW OR OTHERWISE, OTHER THAN BY WILL OR THE LAWS OF DESCENT AND DISTRIBUTION. THIS STOCK OPTION IS EXERCISABLE, DURING THE OPTIONEE'S LIFETIME, ONLY BY THE OPTIONEE, AND THEREAFTER, ONLY BY THE OPTIONEE'S LEGAL REPRESENTATIVE OR LEGATEE.

SECTION 6. RESPONSIBILITY FOR TAXES.

(a) The Optionee acknowledges that, regardless of any action taken by the Company or, if different, the Subsidiary employing the Optionee (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items") is and remains the Optionee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Stock Option, including, but not limited to, the grant, vesting or exercise of this Stock Option, the subsequent sale of shares of Stock acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of this Stock Option to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee is subject to Tax-Related Items in more than one jurisdiction, the Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Optionee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Optionee's wages or other cash compensation paid to the Optionee by the Company and/or the Employer; (ii) allowing or requiring the Optionee to make a cash payment to cover the Tax-Related Items; (iii) withholding from proceeds of the sale of shares of Stock acquired upon exercise of this Stock Option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Optionee's behalf pursuant to this authorization without further consent); (iv) withholding from the shares of Stock to be issued to the Optionee upon exercise of this Stock Option; or (v) any other method of withholding determined by the Company and permitted by applicable law; provided, however, that that if the Optionee is a Section 16 officer of the Company under the Exchange Act, in which case, the obligation for Tax-Related Items may be satisfied only by one or a combination of methods (i), (ii) and (iii) above.

(c) Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum rates applicable in the Optionee's jurisdiction, in which case the Optionee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in shares of Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Optionee is deemed to have been issued the full number of shares of Stock subject to the exercised Stock Option, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

(d) The Optionee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock, or the proceeds of the sale of shares of Stock, if the Optionee fails to comply with his or her obligations in connection with the Tax-Related Items.

SECTION 7. NO OBLIGATION TO CONTINUE EMPLOYMENT. THE GRANT OF THIS STOCK OPTION SHALL NOT BE INTERPRETED AS FORMING OR AMENDING AN EMPLOYMENT CONTRACT WITH THE COMPANY OR ANY SUBSIDIARY (INCLUDING THE EMPLOYER), AND SHALL NOT BE CONSTRUED AS GIVING THE OPTIONEE THE RIGHT TO BE RETAINED IN THE EMPLOY OF THE EMPLOYER. NEITHER THE PLAN NOR THIS AGREEMENT SHALL INTERFERE IN ANY WAY WITH THE RIGHT OF THE EMPLOYER TO TERMINATE THE EMPLOYMENT OF THE OPTIONEE AT ANY TIME.

SECTION 8. INTEGRATION. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THIS STOCK OPTION AND SUPERSEDES ALL PRIOR AGREEMENTS AND DISCUSSIONS BETWEEN THE PARTIES CONCERNING SUCH SUBJECT MATTER.

SECTION 9. NATURE OF GRANT. IN ACCEPTING THIS STOCK OPTION, THE OPTIONEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT:

(n) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(o) the grant of this Stock Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of stock options, or benefits in lieu of stock options, even if stock options have been granted in the past;

(p) all decisions with respect to future stock option or other grants, if any, will be at the sole discretion of the Company;

(q) the Optionee is voluntarily participating in the Plan;

(r) this Stock Option and the Shares subject to this Stock Option, and the income from and value of same, are not intended to replace any pension rights or compensation;

(s) unless otherwise agreed with the Company, this Stock Option and the shares of Stock subject to this Stock Option, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Optionee may provide as a director of a Subsidiary;

(t) this Stock Option and the Shares subject to this Stock Option, and the income from and value of same, are not part of normal or expected compensation for purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday-pay, long-service awards, pension or retirement or welfare benefits or similar payments;

(u) the future value of the Shares subject to this Stock Option is unknown, indeterminable, and cannot be predicted with certainty;

(v) if the Shares subject to this Stock Option do not increase in value, this Stock Option will have no value;

(w) if the Optionee exercises this Stock Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Option Exercise Price;

(x) no claim or entitlement to compensation or damages shall arise from forfeiture of this Stock Option resulting from the termination of the Optionee's employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any);

(y) unless otherwise provided in the Plan or by the Company in its discretion, this Stock Option and the benefits evidenced by this Agreement do not create any entitlement to have this Stock Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Stock; and

(z) if the Optionee resides and/or works in a country outside the United States, the following shall apply:

(i) this Stock Option and any shares of Stock subject to this Stock Option, and the income from and value of same, are not part of normal or expected compensation for any purpose;

(ii) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the United States Dollar that may affect the value of this Stock Option or of any amounts due to the Optionee pursuant to the exercise of this Stock Option or the subsequent sale of any shares of Stock acquired upon exercise.

SECTION 10. APPENDIX . NOTWITHSTANDING ANY PROVISION OF THIS GLOBAL NON-QUALIFIED STOCK OPTION AGREEMENT, IF THE OPTIONEE RESIDES IN A COUNTRY OUTSIDE THE UNITED STATES OR IS OTHERWISE SUBJECT TO THE LAWS OF A COUNTRY OTHER THAN THE UNITED STATES, THIS STOCK OPTION SHALL BE SUBJECT TO THE SPECIAL TERMS AND CONDITIONS SET FORTH IN THE APPENDIX TO THIS GLOBAL NON-QUALIFIED STOCK OPTION AGREEMENT FOR THE OPTIONEE'S COUNTRY, IF ANY. MOREOVER, IF THE OPTIONEE RELOCATES TO ONE OF THE COUNTRIES INCLUDED IN THE APPENDIX DURING THE TERM OF THE STOCK OPTION, THE TERMS AND CONDITIONS FOR SUCH COUNTRY SHALL APPLY TO THE OPTIONEE, TO THE EXTENT THE COMPANY DETERMINES THAT THE APPLICATION OF SUCH TERMS AND CONDITIONS IS NECESSARY OR ADVISABLE FOR LEGAL OR ADMINISTRATIVE REASONS. THE APPENDIX FORMS PART OF THIS GLOBAL NON-QUALIFIED STOCK OPTION AGREEMENT.

SECTION 11. LANGUAGE. THE OPTIONEE ACKNOWLEDGES THAT HE OR SHE IS PROFICIENT IN THE ENGLISH LANGUAGE AND UNDERSTANDS THE TERMS OF THIS AGREEMENT. IF THE OPTIONEE HAS RECEIVED THIS AGREEMENT, OR ANY OTHER DOCUMENTS RELATED TO THIS STOCK OPTION AND/OR THE PLAN TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH AND IF THE MEANING OF THE TRANSLATED VERSION IS DIFFERENT THAN THE ENGLISH VERSION, THE ENGLISH VERSION WILL CONTROL.

SECTION 12. NOTICES. NOTICES HEREUNDER SHALL BE MAILED OR DELIVERED TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS AND SHALL BE MAILED OR DELIVERED TO THE OPTIONEE AT THE ADDRESS ON FILE WITH THE COMPANY OR, IN EITHER CASE, AT SUCH OTHER ADDRESS AS ONE PARTY MAY SUBSEQUENTLY FURNISH TO THE OTHER PARTY IN WRITING.

SECTION 13. WAIVERS. THE OPTIONEE ACKNOWLEDGES THAT A WAIVER BY THE COMPANY OF BREACH OF ANY PROVISION OF THIS AGREEMENT SHALL NOT OPERATE OR BE CONSTRUED AS A WAIVER OF ANY OTHER PROVISION OF THIS AGREEMENT, OR OF ANY SUBSEQUENT BREACH BY THE OPTIONEE OR ANY OTHER OPTIONEE .

SECTION 14. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, APPLIED WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

SECTION 15. VENUE. FOR PURPOSES OF LITIGATING ANY DISPUTE THAT ARISES DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP OF THE PARTIES EVIDENCED BY THIS AGREEMENT, THE PARTIES HEREBY SUBMIT TO AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE OF MASSACHUSETTS AND AGREE THAT SUCH LITIGATION SHALL BE CONDUCTED ONLY IN THE COURTS OF MIDDLESEX COUNTY, MASSACHUSETTS, OR THE FEDERAL COURTS FOR THE COMMONWEALTH OF MASSACHUSETTS, WHERE THIS GRANT IS MADE AND/OR TO BE PERFORMED, AND NO OTHER COURTS.

SECTION 16. SEVERABILITY. THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE AND IF ANY ONE OR MORE PROVISIONS ARE DETERMINED TO BE ILLEGAL OR OTHERWISE UNENFORCEABLE, IN WHOLE OR IN PART, THE REMAINING PROVISIONS SHALL NEVERTHELESS BE BINDING AND ENFORCEABLE.

SECTION 17. IMPOSITION OF OTHER REQUIREMENTS. THE COMPANY RESERVES THE RIGHT TO IMPOSE OTHER REQUIREMENTS ON THIS STOCK OPTION AND THE SHARES OF STOCK ACQUIRED UPON EXERCISE OF THIS STOCK OPTION, TO THE EXTENT THE COMPANY DETERMINES IT IS NECESSARY OR ADVISABLE FOR LEGAL OR ADMINISTRATIVE REASONS, AND TO REQUIRE THE OPTIONEE TO ACCEPT ANY ADDITIONAL AGREEMENTS OR UNDERTAKINGS THAT MAY BE NECESSARY TO ACCOMPLISH THE FOREGOING.

SECTION 18. ELECTRONIC DELIVERY AND ACCEPTANCE OF DOCUMENTS. THE COMPANY MAY, IN ITS SOLE DISCRETION, DECIDE TO DELIVER ANY DOCUMENTS RELATED TO CURRENT OR FUTURE PARTICIPATION IN THE PLAN BY ELECTRONIC MEANS. THE OPTIONEE HEREBY CONSENTS TO RECEIVE SUCH DOCUMENTS BY ELECTRONIC DELIVERY AND AGREE TO PARTICIPATE IN THE PLAN THROUGH AN ON-LINE OR ELECTRONIC SYSTEM ESTABLISHED AND MAINTAINED BY THE COMPANY OR A THIRD PARTY DESIGNATED BY THE COMPANY.

SECTION 19. COMPLIANCE WITH LAW. NOTWITHSTANDING ANY OTHER PROVISION OF THE PLAN OR THIS AGREEMENT, UNLESS THERE IS AN AVAILABLE EXEMPTION FROM ANY REGISTRATION, QUALIFICATION OR OTHER LEGAL REQUIREMENT APPLICABLE TO THE STOCK, THE COMPANY SHALL NOT BE REQUIRED TO PERMIT THE EXERCISE OF THIS STOCK OPTION AND/OR DELIVER ANY SHARES OF STOCK PRIOR TO THE COMPLETION OF ANY REGISTRATION OR QUALIFICATION OF THE SHARES OF STOCK UNDER ANY U.S. OR NON-U.S. LOCAL, STATE OR FEDERAL SECURITIES OR OTHER APPLICABLE LAW OR UNDER RULINGS OR REGULATIONS OF THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") OR OF ANY OTHER GOVERNMENTAL REGULATORY BODY, OR PRIOR TO OBTAINING ANY APPROVAL OR OTHER CLEARANCE FROM ANY U.S. OR NON-U.S. LOCAL, STATE OR FEDERAL GOVERNMENTAL AGENCY, WHICH REGISTRATION, QUALIFICATION OR APPROVAL THE COMPANY SHALL, IN ITS ABSOLUTE DISCRETION, DEEM NECESSARY OR ADVISABLE. THE OPTIONEE UNDERSTANDS THAT THE COMPANY IS UNDER NO OBLIGATION TO REGISTER OR QUALIFY THE SHARES OF STOCK WITH THE SEC OR ANY STATE OR NON-U.S. SECURITIES COMMISSION OR TO SEEK APPROVAL OR CLEARANCE FROM ANY GOVERNMENTAL AUTHORITY FOR THE ISSUANCE OR SALE OF THE SHARES OF STOCK SUBJECT TO THIS STOCK OPTION. FURTHER, THE OPTIONEE AGREES THAT THE COMPANY SHALL HAVE UNILATERAL AUTHORITY TO AMEND THIS AGREEMENT WITHOUT THE OPTIONEE'S CONSENT TO THE EXTENT NECESSARY TO COMPLY WITH SECURITIES OR OTHER LAWS APPLICABLE TO ISSUANCE OF THE SHARES OF STOCK SUBJECT TO THIS STOCK OPTION.

SECTION 20. INSIDER TRADING RESTRICTIONS / MARKET ABUSE LAWS. BY ACCEPTING THIS STOCK OPTION , THE OPTIONEE ACKNOWLEDGES THAT HE OR SHE IS BOUND BY ALL THE TERMS AND CONDITIONS OF ANY COMPANY'S INSIDER TRADING POLICY AS MAY BE IN EFFECT FROM TIME TO TIME. THE OPTIONEE FURTHER ACKNOWLEDGES THAT, DEPENDING ON THE OPTIONEE'S COUNTRY , THE BROKER'S COUNTRY OR THE COUNTRY IN WHICH THE SHARES OF STOCK ARE LISTED, THE OPTIONEE MAY BE OR MAY BECOME SUBJECT TO INSIDER TRADING RESTRICTIONS AND/OR MARKET ABUSE LAWS WHICH MAY AFFECT THE OPTIONEE'S ABILITY TO ACCEPT, ACQUIRE , SELL OR OTHERWISE DISPOSE OF SHARES OF STOCK, RIGHTS TO SHARES OF STOCK (*E.G.* , STOCK OPTIONS) OR RIGHTS LINKED TO THE VALUE OF SHARES OF STOCK UNDER THE PLAN DURING SUCH TIMES AS THE OPTIONEE IS CONSIDERED TO HAVE "INSIDE INFORMATION" REGARDING THE COMPANY (AS DEFINED BY THE LAWS IN THE APPLICABLE JURISDICTIONS). LOCAL INSIDER TRADING LAWS AND REGULATIONS MAY PROHIBIT THE CANCELLATION OR AMENDMENT OF ORDERS THE OPTIONEE PLACED BEFORE THE OPTIONEE POSSESSED INSIDE INFORMATION. FURTHERMORE, THE OPTIONEE COULD BE PROHIBITED FROM (I) DISCLOSING THE INSIDE INFORMATION TO ANY THIRD PARTY , WHICH MAY INCLUDE FELLOW EMPLOYEES AND (II) "TIPPING" THIRD PARTIES OR CAUSING THEM OTHERWISE TO BUY OR SELL SECURITIES. ANY RESTRICTIONS UNDER THESE LAWS OR REGULATIONS ARE SEPARATE FROM AND IN ADDITION TO ANY RESTRICTIONS THAT MAY BE IMPOSED UNDER ANY COMPANY'S INSIDER TRADING POLICY AS MAY BE IN EFFECT FROM TIME TO TIME. THE OPTIONEE ACKNOWLEDGES THAT IT IS THE OPTIONEE'S RESPONSIBILITY TO COMPLY WITH ANY APPLICABLE RESTRICTIONS, AND THE OPTIONEE SHOULD SPEAK TO HIS OR HER PERSONAL ADVISOR ON THIS MATTER.

SECTION 21. FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL AND TAX REPORTING. DEPENDING ON THE OPTIONEE'S COUNTRY, THE OPTIONEE MAY BE SUBJECT TO FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL, TAX REPORTING OR OTHER REQUIREMENTS WHICH MAY AFFECT THE OPTIONEE'S ABILITY ACQUIRE OR HOLD STOCK OPTIONS OR SHARES OF STOCK UNDER THE PLAN OR CASH RECEIVED FROM PARTICIPATING IN THE PLAN (INCLUDING DIVIDENDS AND THE PROCEEDS ARISING FROM THE SALE OF SHARES OF STOCK) IN A BROKERAGE/BANK ACCOUNT OUTSIDE THE OPTIONEE'S COUNTRY. THE APPLICABLE LAWS OF THE OPTIONEE'S COUNTRY MAY REQUIRE THAT HE OR SHE REPORT SUCH STOCK OPTIONS, SHARES OF STOCK, ACCOUNTS, ASSETS OR TRANSACTIONS TO THE APPLICABLE AUTHORITIES IN SUCH COUNTRY AND/OR REPATRIATE FUNDS RECEIVED IN CONNECTION WITH THE PLAN TO THE OPTIONEE'S COUNTRY WITHIN A CERTAIN TIME PERIOD OR ACCORDING TO CERTAIN PROCEDURES. THE OPTIONEE ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ANY APPLICABLE REQUIREMENTS AND SHOULD CONSULT HIS OR HER PERSONAL LEGAL ADVISOR TO ENSURE COMPLIANCE WITH APPLICABLE LAWS.

SECTION 22. [INCORPORATION OF POLICY FOR RECOUPMENT OF INCENTIVE COMPENSATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS STOCK OPTION SHALL BE SUBJECT TO AND GOVERNED BY ALL THE TERMS AND CONDITIONS OF THE COMPANY'S POLICY FOR RECOUPMENT OF INCENTIVE COMPENSATION, INCLUDING THE POWERS OF THE COMPANY TO RECOUP INCENTIVE COMPENSATION STATED THEREIN.]

HUBSPOT, INC.

By: 

Title: Chief Financial Officer

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Optionee (including through an online acceptance process) is acceptable.

Dated: <Acceptance Date>

<Electronic Signature>

<Participant Name>

APPENDIX

GLOBAL NON-QUALIFIED STOCK OPTION AGREEMENT FOR COMPANY EMPLOYEES UNDER THE HUBSPOT, INC. 2014 STOCK OPTION AND INCENTIVE PLAN

Capitalized terms used but not defined in this Appendix shall have the same meanings assigned to them in the Plan and/or the Global Non-Qualified Stock Option Agreement (the "Option Agreement").

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Optionee's Stock Option if the Optionee works and/or resides in one of the countries listed below. If the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working and/or residing (or is considered as such for local law purposes), or the Optionee transfers employment and/or residency to a different country after the grant of this Stock Option, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will apply to the Optionee.

Notifications

This Appendix also includes information regarding certain other issues of which the Optionee should be aware with respect to the Optionee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information noted herein as the only source of information relating to the consequences of participation in the Plan because the information may be out-of-date at the time the Optionee exercises the Stock Option or sells any shares of Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee's particular situation. As a result, the Company is not in a position to assure the Optionee of any particular result. Accordingly, the Optionee is strongly advised to seek appropriate professional advice as to how the relevant laws in the Optionee's country may apply to the Optionee's individual situation.

If the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working and/or residing (or is considered as such for local law purposes), or if the Optionee transfers employment and/or residency to a different country after the Stock Option is granted, the notifications contained in this Appendix may not be applicable to the Optionee in the same manner.

ALL NON-U.S./NON-EUROPEAN UNION/NON-EUROPEAN ECONOMIC AREA COUNTRIES

Data Privacy Notification and Consent

(e) By accepting the Stock Option, the Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in the Agreement by and among, as applicable, the Employer, the Company and its other Subsidiaries for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.

(f) The Optionee understands that the Company, the Employer and other Subsidiaries may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, email address, date of birth, social security number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of Stock or directorships held in the Company, details of all Stock Options or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Optionee's favor ("Data"), for the purpose of implementing, administering and managing the Plan

(g) The Optionee understands that Data will be transferred to Fidelity Stock Plan Services LLC, or such other stock plan service provider as may be selected by the Company in the future, which assist in the implementation, administration and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g. the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that if he or she resides outside the United States, the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee authorizes the Company, Fidelity Stock Plan Services LLC and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Stock received upon exercise of the Stock Option may be deposited. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that if the Optionee resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, the Optionee's employment status with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Stock Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing the Optionee's consent may affect his or

her ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

(h) Upon request of the Company or the Employer, the Optionee agrees to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Optionee for the purpose of administering the Optionee's participation in the Plan in compliance with the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands and agrees that he or she will not be able to participate in the Plan if the Optionee fails to provide any such consent or agreement requested by the Company and/or the Employer.

CANADA

Terms and Conditions

Method of Exercise. Notwithstanding any provision of the Plan or the Option Agreement, the Optionee may not pay the Option Exercise Price by using the methods of exercise set forth in Section 2(a)(ii) and (iv) of the Option Agreement or the corresponding provisions of the Plan.

The following terms and conditions apply to employees resident in Quebec:

Language. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.

Data Privacy. The following provision supplements the Data Privacy Notification and Consent provision above in this Appendix:

The Optionee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Optionee further authorizes the Company and any Subsidiary and the Administrator to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Optionee's employee file.

Notifications

Securities Law Information . The Optionee is permitted to sell shares of Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of shares of Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Stock are listed. The shares of Stock are currently listed on the New York Stock Exchange under the symbol "HUBS."

IRELAND

Notifications

Director Notification Information . Directors, shadow directors and secretaries of an Irish Subsidiary must notify such Subsidiary in writing upon (i) receiving or disposing of an interest in the Company (*e.g.* , the Stock Option, shares of Stock, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of the Company. This notification requirement also applies with respect to the interests of any spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary). The Optionee should consult with his or her personal legal advisor as to whether or not this notification requirement applies.

GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR COMPANY EMPLOYEES
UNDER THE HUBSPOT, I NC .
2014 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee:	<Participant Name>
No. of Restricted Stock Units:	<Number of Awards Granted>
Grant Date:	<Grant Date>
Vesting Commencement Date:	<Vest from Hire Date>, <Vesting Schedule (Dates & Quantities)>

Pursuant to the HubSpot, Inc. 2014 Stock Option and Incentive Plan, as amended through the date hereof (the "Plan"), and this Global Restricted Stock Unit Award Agreement, including any special terms and conditions for the Grantee's country set forth in the appendix attached hereto (the "Appendix" and together with the Global Restricted Stock Unit Award Agreement, the "Agreement"), HubSpot, Inc. (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Common Stock, par value $0.001 per share (the "Stock") of the Company.

SECTION 1. RESTRICTIONS ON TRANSFER OF AWARD. THIS AWARD MAY NOT BE SOLD, TRANSFERRED, PLEDGED, ASSIGNED OR OTHERWISE ENCUMBERED OR DISPOSED OF BY THE GRANTEE, AND ANY SHARES OF STOCK ISSUABLE WITH RESPECT TO THE AWARD MAY NOT BE SOLD, TRANSFERRED, PLEDGED, ASSIGNED OR OTHERWISE ENCUMBERED OR DISPOSED OF UNTIL (I) THE RESTRICTED STOCK UNITS HAVE VESTED AS PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT AND (II) SHARES OF STOCK HAVE BEEN ISSUED TO THE GRANTEE IN ACCORDANCE WITH THE TERMS OF THE PLAN AND THIS AGREEMENT.

SECTION 2. VESTING OF RESTRICTED STOCK UNITS. THE RESTRICTIONS AND CONDITIONS OF PARAGRAPH 1 OF THIS AGREEMENT SHALL LAPSE AND THE RESTRICTED STOCK UNITS SHALL VEST [IN [ ] INSTALLMENTS] FOLLOWING THE VESTING COMMENCEMENT DATE; PROVIDED THAT THE GRANTEE REMAINS AN EMPLOYEE OF THE COMPANY OR A SUBSIDIARY ON SUCH DATES. THE ADMINISTRATOR MAY AT ANY TIME ACCELERATE THE VESTING SCHEDULE SPECIFIED IN THIS PARAGRAPH 2. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY POLICIES OF THE COMPANY REGARDING VESTING DURING LEAVES OF ABSENCE.

IN THE EVENT THAT THE GRANTEE'S EMPLOYMENT WITH THE COMPANY AND ANY SUBSIDIARY TERMINATES DUE TO THE GRANTEE'S DEATH, THEN THE RESTRICTED STOCK UNITS SHALL BE DEEMED VESTED UPON THE DATE OF THE GRANTEE'S DEATH.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A SALE EVENT (AS DEFINED IN THE PLAN) IN WHICH THIS AWARD IS CONTINUED OR ASSUMED BY A SUCCESSOR TO THE COMPANY, THE RESTRICTED STOCK UNITS SHALL BE DEEMED VESTED UPON THE DATE ON WHICH THE GRANTEE'S EMPLOYMENT WITH THE COMPANY AND ANY SUBSIDIARY OR SUCCESSOR ENTITY, AS THE CASE MAY BE, TERMINATES IF SUCH TERMINATION OCCURS (I) WITHIN 12 MONTHS AFTER SUCH SALE EVENT OR 90 DAYS PRIOR TO SUCH SALE EVENT, AND (II) SUCH TERMINATION IS BY THE COMPANY OR ANY SUBSIDIARY OR SUCCESSOR ENTITY WITHOUT CAUSE OR BY THE GRANTEE FOR GOOD REASON.

THE FOLLOWING DEFINITIONS SHALL APPLY:

" *CAUSE* " SHALL MEAN (I) THE GRANTEE'S DISHONEST STATEMENTS OR ACTS WITH RESPECT TO THE COMPANY OR ANY SUBSIDIARY, OR ANY CURRENT OR PROSPECTIVE CUSTOMERS, SUPPLIERS VENDORS OR OTHER THIRD PARTIES WITH WHICH SUCH ENTITY DOES BUSINESS; (II) THE GRANTEE'S COMMISSION OF (A) A FELONY (OR CRIME OF SIMILAR MAGNITUDE UNDER NON-U.S. LAWS, AS DETERMINED BY THE ADMINISTRATOR) OR (B) ANY MISDEMEANOR INVOLVING MORAL TURPITUDE, DECEIT, DISHONESTY OR FRAUD; (III) THE GRANTEE'S FAILURE TO PERFORM HIS ASSIGNED DUTIES AND RESPONSIBILITIES TO THE REASONABLE SATISFACTION OF THE COMPANY WHICH FAILURE CONTINUES, IN THE REASONABLE JUDGMENT OF THE COMPANY, AFTER WRITTEN NOTICE GIVEN TO THE GRANTEE BY THE COMPANY OR A SUBSIDIARY; (IV) THE GRANTEE'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR INSUBORDINATION WITH RESPECT TO THE COMPANY OR ANY SUBSIDIARY (INCLUDING, BUT NOT LIMITED TO, ANY VIOLATION OF THE COMPANY'S CODE OF CONDUCT, INSIDER TRADING, WILLFUL ACCOUNTING IMPROPRIETIES OR FAILURE TO COOPERATE WITH INVESTIGATIONS); OR (V) THE GRANTEE'S MATERIAL VIOLATION OF ANY PROVISION OF ANY AGREEMENT(S) BETWEEN THE GRANTEE AND THE COMPANY OR ANY SUBSIDIARY RELATING TO NONCOMPETITION, NONSOLICITATION, NONDISCLOSURE AND/OR ASSIGNMENT OF INVENTIONS.

"GOOD REASON" SHALL MEAN (I) A MATERIAL DIMINUTION IN THE GRANTEE'S BASE SALARY EXCEPT FOR ACROSS-THE-BOARD SALARY REDUCTIONS SIMILARLY AFFECTING ALL OR SUBSTANTIALLY ALL SIMILARLY SITUATED EMPLOYEES OF THE COMPANY OR ANY SUBSIDIARY OR (II) A CHANGE OF MORE THAN 50 MILES IN THE GEOGRAPHIC LOCATION AT WHICH THE GRANTEE PROVIDES SERVICES TO THE COMPANY OR A SUBSIDIARY, SO LONG AS THE GRANTEE PROVIDES NOTICE TO THE COMPANY OR A SUBSIDIARY WITHIN AT LEAST 90 DAYS FOLLOWING THE INITIAL OCCURRENCE OF ANY SUCH EVENT AND THE COMPANY OR A SUBSIDIARY FAILS TO CURE SUCH EVENT WITHIN 30 DAYS OF SUCH NOTICE.

SECTION 3. TERMINATION OF EMPLOYMENT. IF THE GRANTEE'S EMPLOYMENT WITH THE COMPANY AND ITS SUBSIDIARIES TERMINATES FOR ANY REASON (INCLUDING DISABILITY) PRIOR TO THE SATISFACTION OF THE VESTING AND ACCELERATION CONDITIONS SET FORTH IN PARAGRAPH 2 ABOVE, ANY RESTRICTED STOCK UNITS THAT HAVE NOT VESTED AS OF SUCH DATE SHALL AUTOMATICALLY AND WITHOUT NOTICE TERMINATE AND BE FORFEITED, AND NEITHER THE GRANTEE NOR ANY OF HIS OR HER SUCCESSORS, HEIRS, ASSIGNS, OR PERSONAL REPRESENTATIVES WILL THEREAFTER HAVE ANY FURTHER RIGHTS OR INTERESTS IN SUCH UNVESTED RESTRICTED STOCK UNITS.

SECTION 4. ISSUANCE OF SHARES OF STOCK. AS SOON AS PRACTICABLE FOLLOWING EACH VESTING DATE SPECIFIED IN PARAGRAPH 2 (EACH SUCH DATE, A "VESTING DATE") (BUT IN NO EVENT LATER THAN TWO AND ONE-HALF MONTHS AFTER THE END OF THE YEAR IN WHICH THE VESTING DATE OCCURS), THE COMPANY SHALL ISSUE TO THE GRANTEE (OR IN THE EVENT OF THE GRANTEE'S DEATH, HIS OR HER DESIGNATED BENEFICIARY OR HIS OR HER ESTATE IF THE GRANTEE HAS NOT DESIGNATED A BENEFICIARY) THE NUMBER OF SHARES OF STOCK EQUAL TO THE AGGREGATE NUMBER OF RESTRICTED STOCK UNITS THAT HAVE VESTED PURSUANT TO PARAGRAPH 2 OF THIS AGREEMENT ON SUCH DATE AND THE GRANTEE (OR THE GRANTEE'S DESIGNATED BENEFICIARY OR ESTATE, AS APPLICABLE) SHALL THEREAFTER HAVE ALL THE RIGHTS OF A STOCKHOLDER OF THE COMPANY WITH RESPECT TO SUCH SHARES.

SECTION 5. INCORPORATION OF PLAN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY ALL THE TERMS AND CONDITIONS OF THE PLAN, INCLUDING THE POWERS OF THE ADMINISTRATOR SET FORTH IN SECTION 2(B) OF THE PLAN. CAPITALIZED TERMS IN THIS AGREEMENT SHALL HAVE THE MEANING SPECIFIED IN THE PLAN, UNLESS A DIFFERENT MEANING IS SPECIFIED HEREIN.

SECTION 6. RESPONSIBILITY FOR TAXES.

(a) The Grantee acknowledges that, regardless of any action taken by the Company or, if different, the Subsidiary employing or otherwise retaining the Grantee (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of shares of Stock acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any

par ticular tax result. Further , if the Grantee is subject to T ax -Related Items in more than one jurisdiction , the Grantee acknowledge s that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; (ii) withholding from proceeds of the sale of shares of Stock acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization without further consent); (iii) withholding from shares of Stock to be issued to the Grantee upon settlement of the Restricted Stock Units; or (iv) any other method of withholding determined by the Company and permitted by applicable law; provided, however, that that if the Grantee is a Section 16 officer of the Company under the Exchange Act, then any Tax-Related Items shall be withheld only by using alternative (iii).

(c) Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum rates applicable in the Grantee's jurisdiction, in which case the Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in shares of Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Stock subject to the vested Restricted Stock Units, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

(d) The Grantee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock, or the proceeds of the sale of shares of Stock, if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

SECTION 7. SECTION 409A OF THE CODE. THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER THAT ALL PROVISIONS RELATING TO THE SETTLEMENT OF THE AWARD ARE EXEMPT FROM THE REQUIREMENTS OF SECTION 409A OF THE CODE AS "SHORT-TERM DEFERRALS" AS DESCRIBED IN SECTION 409A OF THE CODE.

SECTION 8. NO OBLIGATION TO CONTINUE EMPLOYMENT. THE GRANT OF THE RESTRICTED STOCK UNITS SHALL NOT BE INTERPRETED AS FORMING OR AMENDING AN EMPLOYMENT CONTRACT WITH THE COMPANY OR ANY SUBSIDIARY (INCLUDING THE EMPLOYER), AND SHALL NOT BE CONSTRUED AS GIVING THE GRANTEE THE RIGHT TO BE RETAINED IN THE EMPLOY OF, THE EMPLOYER. NEITHER THE PLAN NOR THIS AGREEMENT SHALL INTERFERE IN ANY WAY WITH THE RIGHT OF THE EMPLOYER TO TERMINATE THE EMPLOYMENT OF THE GRANTEE AT ANY TIME.

SECTION 9. INTEGRATION. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THIS AWARD AND SUPERSEDES ALL PRIOR AGREEMENTS AND DISCUSSIONS BETWEEN THE PARTIES CONCERNING SUCH SUBJECT MATTER.

SECTION 10. NATURE OF GRANT. IN ACCEPTING THE AWARD, THE GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(c) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;

(d) the Grantee is voluntarily participating in the Plan;

(e) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;

(f) unless otherwise agreed with the Company, the Restricted Stock Units and the shares of Stock subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of a Subsidiary;

(g) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

(h) the future value of the shares of Stock underlying the Restricted Stock Units is unknown, indeterminable, and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's employment (for any reason whatsoever, whether or not later found to be invalid or in breach of labor laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any) ;

(j) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Stock; and

(k) if the Grantee resides and/or works in a country outside the United States, the following shall apply:

(i) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for any purpose;

(ii) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Grantee pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any shares of Stock acquired upon settlement.

SECTION 11. APPENDIX. NOTWITHSTANDING ANY PROVISION OF THIS GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT, IF THE GRANTEE RESIDES IN A COUNTRY OUTSIDE THE UNITED STATES OR IS OTHERWISE SUBJECT TO THE LAWS OF A COUNTRY OTHER THAN THE UNITED STATES, THE RESTRICTED STOCK UNITS SHALL BE SUBJECT TO THE SPECIAL TERMS AND CONDITIONS SET FORTH IN THE APPENDIX TO THIS GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT FOR THE GRANTEE'S COUNTRY, IF ANY. MOREOVER, IF THE GRANTEE RELOCATES TO ONE OF THE COUNTRIES INCLUDED IN THE APPENDIX DURING THE TERM OF THE RESTRICTED STOCK UNITS, THE TERMS AND CONDITIONS FOR SUCH COUNTRY SHALL APPLY TO THE GRANTEE, TO THE EXTENT THE COMPANY DETERMINES THAT THE APPLICATION OF SUCH TERMS AND CONDITIONS IS NECESSARY OR ADVISABLE FOR LEGAL OR ADMINISTRATIVE REASONS. THE APPENDIX FORMS PART OF THIS GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT.

SECTION 12. LANGUAGE. THE GRANTEE ACKNOWLEDGES THAT HE OR SHE IS PROFICIENT IN THE ENGLISH LANGUAGE AND UNDERSTANDS THE TERMS OF THIS AGREEMENT. IF THE GRANTEE HAS RECEIVED THIS AGREEMENT, OR ANY OTHER DOCUMENTS RELATED TO THE RESTRICTED STOCK UNITS AND/OR THE PLAN TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH AND IF THE MEANING OF THE TRANSLATED VERSION IS DIFFERENT THAN THE ENGLISH VERSION, THE ENGLISH VERSION WILL CONTROL.

SECTION 13. NOTICES . NOTICES HEREUNDER SHALL BE MAILED OR DELIVERED TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS AND SHALL BE MAILED OR DELIVERED TO THE GRANTEE AT THE ADDRESS ON FILE WITH THE COMPANY OR, IN EITHER CASE, AT SUCH OTHER ADDRESS AS ONE PARTY MAY SUBSEQUENTLY FURNISH TO THE OTHER PARTY IN WRITING.

SECTION 14. WAIVERS. THE GRANTEE ACKNOWLEDGES THAT A WAIVER BY THE COMPANY OF BREACH OF ANY PROVISION OF THIS AGREEMENT SHALL NOT OPERATE OR BE CONSTRUED AS A WAIVER OF ANY OTHER PROVISION OF THIS AGREEMENT, OR OF ANY SUBSEQUENT BREACH BY THE GRANTEE OR ANY OTHER GRANTEE .

SECTION 15. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, APPLIED WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

SECTION 16. VENUE. FOR PURPOSES OF LITIGATING ANY DISPUTE THAT ARISES DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP OF THE PARTIES EVIDENCED BY THIS AGREEMENT, THE PARTIES HEREBY SUBMIT TO AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE OF MASSACHUSETTS AND AGREE THAT SUCH LITIGATION SHALL BE CONDUCTED ONLY IN THE COURTS OF MIDDLESEX COUNTY, MASSACHUSETTS, OR THE FEDERAL COURTS FOR THE COMMONWEALTH OF MASSACHUSETTS, WHERE THIS GRANT IS MADE AND/OR TO BE PERFORMED, AND NO OTHER COURTS.

SECTION 17. SEVERABILITY. THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE AND IF ANY ONE OR MORE PROVISIONS ARE DETERMINED TO BE ILLEGAL OR OTHERWISE UNENFORCEABLE, IN WHOLE OR IN PART, THE REMAINING PROVISIONS SHALL NEVERTHELESS BE BINDING AND ENFORCEABLE.

SECTION 18. IMPOSITION OF OTHER REQUIREMENTS. THE COMPANY RESERVES THE RIGHT TO IMPOSE OTHER REQUIREMENTS ON THE RESTRICTED STOCK UNITS AND THE SHARES OF STOCK ACQUIRED UPON SETTLEMENT OF THE RESTRICTED STOCK UNITS, TO THE EXTENT THE COMPANY DETERMINES IT IS NECESSARY OR ADVISABLE FOR LEGAL OR ADMINISTRATIVE REASONS, AND TO REQUIRE THE GRANTEE TO ACCEPT ANY ADDITIONAL AGREEMENTS OR UNDERTAKINGS THAT MAY BE NECESSARY TO ACCOMPLISH THE FOREGOING.

SECTION 19. ELECTRONIC DELIVERY AND ACCEPTANCE OF DOCUMENTS . T HE COMPANY MAY, IN ITS SOLE DISCRETION, DECIDE TO DELIVER ANY DOCUMENTS RELATED TO CURRENT OR FUTURE PARTICIPATION IN THE PLAN BY ELECTRONIC MEANS. THE GRANTEE HEREBY CONSENTS TO RECEIVE SUCH DOCUMENTS BY ELECTRONIC DELIVERY AND AGREE TO PARTICIPATE IN THE PLAN THROUGH AN ON-LINE OR ELECTRONIC SYSTEM ESTABLISHED AND MAINTAINED BY THE COMPANY OR A THIRD PARTY DESIGNATED BY THE COMPANY .

SECTION 20. COMPLIANCE WITH LAW. NOTWITHSTANDING ANY OTHER PROVISION OF THE PLAN OR THIS AGREEMENT, UNLESS THERE IS AN AVAILABLE EXEMPTION FROM ANY REGISTRATION, QUALIFICATION OR OTHER LEGAL REQUIREMENT APPLICABLE TO THE STOCK, THE COMPANY SHALL NOT BE REQUIRED TO PERMIT THE VESTING OF THE RESTRICTED STOCK UNITS AND/OR DELIVER ANY SHARES OF STOCK PRIOR TO THE COMPLETION OF ANY REGISTRATION OR QUALIFICATION OF THE SHARES OF STOCK UNDER ANY U.S. OR NON-U.S. LOCAL, STATE OR FEDERAL SECURITIES OR OTHER APPLICABLE LAW OR UNDER RULINGS OR REGULATIONS OF THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") OR OF ANY OTHER GOVERNMENTAL REGULATORY BODY, OR PRIOR TO OBTAINING ANY APPROVAL OR OTHER CLEARANCE FROM ANY U.S. OR NON-U.S. LOCAL, STATE OR FEDERAL GOVERNMENTAL AGENCY, WHICH REGISTRATION, QUALIFICATION OR APPROVAL THE COMPANY SHALL, IN ITS ABSOLUTE DISCRETION, DEEM NECESSARY OR ADVISABLE. THE GRANTEE UNDERSTANDS THAT THE COMPANY IS UNDER NO OBLIGATION TO REGISTER OR QUALIFY THE STOCK WITH THE SEC OR ANY STATE OR NON-U.S. SECURITIES COMMISSION OR TO SEEK APPROVAL OR CLEARANCE FROM ANY GOVERNMENTAL AUTHORITY FOR THE ISSUANCE OR SALE OF THE SHARES OF STOCK SUBJECT TO THE RESTRICTED STOCK UNITS. FURTHER, THE GRANTEE AGREES THAT THE COMPANY SHALL HAVE UNILATERAL AUTHORITY TO AMEND THIS AGREEMENT WITHOUT THE GRANTEE'S CONSENT TO THE EXTENT NECESSARY TO COMPLY WITH SECURITIES OR OTHER LAWS APPLICABLE TO ISSUANCE OF THE SHARES OF STOCK SUBJECT TO THE RESTRICTED STOCK UNITS.

SECTION 21. INSIDER TRADING RESTRICTIONS / MARKET ABUSE LAWS. BY ACCEPTING THE RESTRICTED STOCK UNITS, THE GRANTEE ACKNOWLEDGES THAT HE OR SHE IS BOUND BY ALL THE TERMS AND CONDITIONS OF ANY COMPANY'S INSIDER TRADING POLICY AS MAY BE IN EFFECT FROM TIME TO TIME. THE GRANTEE FURTHER ACKNOWLEDGES THAT, DEPENDING ON THE GRANTEE'S COUNTRY, THE BROKER'S COUNTRY OR THE COUNTRY IN WHICH THE SHARES OF STOCK ARE LISTED, THE GRANTEE MAY BE OR MAY BECOME SUBJECT TO INSIDER TRADING RESTRICTIONS AND/OR MARKET ABUSE LAWS WHICH MAY AFFECT THE GRANTEE'S ABILITY TO ACCEPT, ACQUIRE, SELL OR OTHERWISE DISPOSE OF SHARES OF STOCK, RIGHTS TO SHARES OF STOCK (*E.G.* , RESTRICTED STOCK UNITS) OR RIGHTS LINKED TO THE VALUE OF SHARES OF STOCK UNDER THE PLAN DURING SUCH TIMES AS THE GRANTEE IS CONSIDERED TO HAVE "INSIDE INFORMATION" REGARDING THE COMPANY (AS DEFINED BY

THE LAWS IN THE APPLICABLE JURISDICTIONS). LOCAL INSIDER TRADING LAWS AND REGULATIONS MAY PROHIBIT THE CANCELLATION OR AMENDMENT OF ORDERS THE GRANTEE PLACED BEFORE THE GRANTEE POSSESSED INSIDE INFORMATION. FURTHERMORE, THE GRANTEE COULD BE PROHIBITED FROM (I) DISCLOSING THE INSIDE INFORMATION TO ANY THIRD PARTY , WHICH MAY INCLUDE FELLOW EMPLOYEES AND (II) "TIPPING" THIRD PARTIES OR CAUSING THEM OTHERWISE TO BUY OR SELL SECURITIES. ANY RESTRICTIONS UNDER THESE LAWS OR REGULATIONS ARE SEPARATE FROM AND IN ADDITION TO ANY RESTRICTIONS THAT MAY BE IMPOSED UNDER ANY COMPANY'S INSIDER TRADING POLICY AS MAY BE IN EFFECT FROM TIME TO TIME. THE GRANTEE ACKNOWLEDGES THAT IT IS THE GRANTEE'S RESPONSIBILITY TO COMPLY WITH ANY APPLICABLE RESTRICTIONS, AND THE GRANTEE SHOULD SPEAK TO HIS OR HER PERSONAL ADVISOR ON THIS MATTER.

SECTION 22. FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL AND TAX REPORTING. DEPENDING ON THE GRANTEE'S COUNTRY, THE GRANTEE MAY BE SUBJECT TO FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL, TAX REPORTING OR OTHER REQUIREMENTS WHICH MAY AFFECT THE GRANTEE'S ABILITY ACQUIRE OR HOLD RESTRICTED STOCK UNITS OR SHARES OF STOCK UNDER THE PLAN OR CASH RECEIVED FROM PARTICIPATING IN THE PLAN (INCLUDING DIVIDENDS AND THE PROCEEDS ARISING FROM THE SALE OF SHARES OF STOCK) IN A BROKERAGE/BANK ACCOUNT OUTSIDE THE GRANTEE'S COUNTRY. THE APPLICABLE LAWS OF THE GRANTEE'S COUNTRY MAY REQUIRE THAT HE OR SHE REPORT SUCH RESTRICTED STOCK UNITS, SHARES OF STOCK, ACCOUNTS, ASSETS OR TRANSACTIONS TO THE APPLICABLE AUTHORITIES IN SUCH COUNTRY AND/OR REPATRIATE FUNDS RECEIVED IN CONNECTION WITH THE PLAN TO THE GRANTEE'S COUNTRY WITHIN A CERTAIN TIME PERIOD OR ACCORDING TO CERTAIN PROCEDURES. THE GRANTEE ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ANY APPLICABLE REQUIREMENTS AND SHOULD CONSULT HIS OR HER PERSONAL LEGAL ADVISOR TO ENSURE COMPLIANCE WITH APPLICABLE LAWS.

SECTION 23. [INCORPORATION OF POLICY FOR RECOUPMENT OF INCENTIVE COMPENSATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS AWARD OF RESTRICTED STOCK UNITS SHALL BE SUBJECT TO AND GOVERNED BY ALL THE TERMS AND CONDITIONS OF THE COMPANY'S POLICY FOR RECOUPMENT OF INCENTIVE COMPENSATION, INCLUDING THE POWERS OF THE COMPANY TO RECOUP INCENTIVE COMPENSATION STATED THEREIN.]

HUBSPOT, INC.

By: 

Title: Chief Financial Officer

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: <Acceptance Date>

<Electronic Signature>

<Participant Name>

APPENDIX

GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT FOR COMPANY EMPLOYEES UNDER THE HUBSPOT, INC. 2014 STOCK OPTION AND INCENTIVE PLAN

Capitalized terms used but not defined in this Appendix shall have the same meanings assigned to them in the Plan and/or the Global Restricted Stock Unit Award Agreement.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Restricted Stock Units if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or the Grantee transfers employment and/or residency to a different country after the Restricted Stock Units are granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will apply to the Grantee.

Notifications

This Appendix also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information noted herein as the only source of information relating to the consequences of participation in the Plan because the information may be out-of-date at the time the Grantee vests in the Restricted Stock Units or sells any shares of Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee is strongly advised to seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment and/or residency to a different country after the Restricted Stock Units are granted, the notifications contained in this Appendix may not be applicable to the Grantee in the same manner.

ALL NON-U.S./NON-EUROPEAN UNION/NON-EUROPEAN ECONOMIC AREA COUNTRIES

Data Privacy Notification and Consent

(i) By accepting the Award, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Agreement by and among, as applicable, the Employer, the Company and its other Subsidiaries for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

(j) The Grantee understands that the Company, the Employer and other Subsidiaries may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, email address, date of birth, social security number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of Stock or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Grantee's favor ("Data"), for the purpose of implementing, administering and managing the Plan

(k) The Grantee understands that Data will be transferred to Fidelity Stock Plan Services LLC, or such other stock plan service provider as may be selected by the Company in the future, which assist in the implementation, administration and management of the Plan. The Grantee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g. the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that if he or she resides outside the United States, the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the Company, Fidelity Stock Plan Services LLC and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Stock received upon vesting of the Restricted Stock Units may be deposited. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that if the Grantee resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Grantee's local human resources representative. Further, the Grantee understands that he or she is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke his or her consent, the Grantee's employment status with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or other equity awards to the Grantee or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing the Grantee's consent may

affect his or her ability to participate in the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

(l) Upon request of the Company or the Employer, the Grantee agrees to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that he or she will not be able to participate in the Plan if the Grantee fails to provide any such consent or agreement requested by the Company and/or the Employer.

AUSTRALIA

Notifications

Australia Offer Document. The offer of the Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, Australia Securities and Investments Commission ("ASIC") Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of the Restricted Stock Units to Australia resident employees, which will be provided to the Grantee with the Agreement.

Tax Notification. Subdivision 83A-C of the Income Tax Assessment Act, 1997 applies to the Restricted Stock Units granted under the Plan, such that the Restricted Stock Units are intended to be subject to deferred taxation.

Exchange Control Information**.** If the Grantee is an Australian resident, exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on the Grantee's behalf. If there is no Australian bank involved with the transfer, the Grantee will be required to file the report.

CANADA

Terms and Conditions

Award Payable Only in Shares. The Restricted Stock Units shall be paid in shares of Stock only and do not provide the Grantee with any right to receive a cash payment.

The following terms and conditions apply to employees resident in Quebec:

Language. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.

Data Privacy. The following provision supplements the Data Privacy Notification and Consent provision above in this Appendix:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Grantee further authorizes the Company and any Subsidiary and the Administrator to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Notifications

Securities Law Information. The Grantee is permitted to sell shares of Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of shares of Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Stock are listed. The shares of Stock are currently listed on the New York Stock Exchange under the symbol "HUBS."

COLOMBIA

Terms and Conditions

Nature of Grant. The following provision supplements Paragraph 10 of the Global Restricted Stock Unit Award Agreement:

The Grantee acknowledges that, pursuant to Article 128 of the Colombian Labor Code, the Restricted Stock Units and related benefits do not constitute a component of the Grantee's "salary" for any legal purpose. Therefore, the Restricted Stock Units and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

Notifications

Securities Law Information . The shares of Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the shares of Stock may not be offered to the public in Colombia. Nothing in the Plan, the Agreement or any other document evidencing the grant of the Restricted Stock Units shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information . The Grantee is responsible for complying with any and all Colombian foreign exchange restrictions, approvals and reporting requirements in connection with the Restricted Stock Units and any shares of Stock acquired or funds received under the Plan. This may include reporting obligations to the Central Bank (*Banco de la República*). If applicable, the Grantee will be required to register his or her investment with the Central Bank, regardless of the value of his or her investment. The Grantee should consult with his or her personal legal advisor regarding any obligations in connection with this reporting requirement.

FRANCE

Terms and Conditions

Type of Grant . The Restricted Stock Units are not granted as "French-qualified" awards and are not intended to qualify for the special tax and social security treatment applicable to shares granted for no consideration under Sections L. 225-197 and seq. of the French Commercial Code, as amended.

Language . By accepting the Restricted Stock Units, the Grantee confirms having read and understood the documents relating to the Restricted Stock Units which were provided to the Grantee in English.

En acceptant l'attribution d'actions gratuites « Restricted Stock *Units », le Grantee confirme avoir lu et compris les documents relatifs aux Restricted* Stock *Units qui ont été communiqués au Grantee en langue anglaise.*

GERMANY

Notifications

Exchange Control Information . German residents must electronically report cross-border payments in excess of €12,500 to the German Federal Bank (*Bundesbank*) on a monthly basis. In case of payments in connection with securities (including any proceeds realized upon the sale of shares of Stock or the receipt of any dividends), the report must be made by the 5th day of the month following the month in which the payment was received. The form of report (" *Allgemeines Meldeportal Statistik* ") can be accessed via the Bundesbank's website (www.bundesbank.de). *The Grantee should consult his or her personal advisor to ensure compliance with applicable reporting obligations.*

IRELAND

Notifications

Director Notification Information . Directors, shadow directors and secretaries of an Irish Subsidiary or Affiliate must notify such Subsidiary in writing upon (i) receiving or disposing of an interest in the Company (*e.g.* , the Restricted Stock Units, shares of Stock, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of the Company. This notification requirement also applies with respect to the interests of any spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary). The Grantee should consult with his or her personal legal advisor as to whether or not this notification requirement applies.

JAPAN

There are no country-specific provisions.

SINGAPORE

Terms and Conditions

Restrictions on Sale and Transferability . The Grantee hereby agrees that any shares of Stock acquired pursuant to the Restricted Stock Units will not be offered for sale in Singapore prior to the six (6) month anniversary of the Grant Date, unless such sale or offer is made: (1) after six (6) months of the Grant Date or (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 1006 Ed.) ("SFA").

Notifications

Securities Law Information . The grant of the Restricted Stock Units is being made in reliance on section 273(1)(f) of the SFA of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") and is not made with a view to the shares of Stock being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Grantee should note that the Award is subject to section 257 of the SFA and the Grantee will not be able to make (i) any subsequent sale of shares of Stock in Singapore or (ii) any offer of subsequent sale of shares of Stock subject to the Award in Singapore, unless such sale or offer is made (a) more than six (6) months after the Grant Date or (b) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than Section 280) of the SFA (Chapter 289, 2006 Ed.) or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Chief Executive Officer and Director Notification Obligation . The Chief Executive Officer ("CEO") and the directors (including alternative directors, substitute directors and shadow directors [1]) of a Singaporean Subsidiary are subject to certain notification requirements under the Singapore Companies Act. The CEO and the directors must notify the Singaporean S ubsidiary in writing of an interest (*e.g.* , the Award or shares of Stock) in the Company within two (2) business days of (i) its acquisition or disposal, (ii) any change in a previously-disclosed interest (*e.g.,* upon vesting of the Restricted Stock Units or when shares of Stock acquired under the Plan are subsequently sold), or (iii) becoming the CEO or a director.

SWEDEN

There are no country-specific provisions.

UNITED KINGDOM

Terms and Conditions

Responsibility for Taxes . The following provisions supplement Paragraph 6 of the Global Restricted Stock Unit Award Agreement:

Without limitation to Paragraph 6 of the Global Restricted Stock Unit Award Agreement, the Grantee agrees that the Grantee is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also agrees to indemnify and keep indemnified the Company or the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Grantee's behalf.

Notwithstanding the foregoing, if the Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply if the indemnification can be viewed as a loan. In such case, if the amount of any income tax due is not collected from or paid by the Grantee within 90 days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income taxes may constitute a benefit to the Grantee on which additional income tax and national insurance contributions ("NICs") may be payable. The Grantee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Grantee by any of the means referred to in Paragraph 6 of the Global Restricted Stock Unit Award Agreement.

1 A shadow director is an individual who is not on the board of directors of a company but who has sufficient control so that the board of directors acts in accordance with the "directions or instructions" of the individual.

NON-QUALIFIED STOCK OPTION AGREEMENT
FOR NON-EMPLOYEE DIRECTORS
UNDER THE HUBSPOT, INC.
2014 STOCK OPTION AND INCENTIVE PLAN

Name of Optionee: _____

No. of Option Shares: _____

Option Exercise Price per Share: $ _____

[FMV on Grant Date]

Grant Date: _____

Vesting Commencement Date: _____

Expiration Date: _____

[No more than 10 years]

Pursuant to the HubSpot, Inc. 2014 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), HubSpot, Inc. (the "Company") hereby grants to the Optionee named above, who is a Director of the Company but is not an employee of the Company, an option (the "Stock Option") to purchase on or prior to the Expiration Date specified above all or part of the number of shares of Common Stock, par value $0.001 per share (the "Stock"), of the Company specified above at the Option Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan. This Stock Option is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended.

1. Vesting Schedule . No portion of this Stock Option may be exercised until such portion shall have become vested and exercisable. Except as set forth below, and subject to the discretion of the Administrator (as defined in Section 2 of the Plan) to accelerate the vesting schedule hereunder, [ ] of the Option Shares shall vest and become exercisable on [ ] . Once vested and exercisable, this Stock Option shall continue to be exercisable at any time or times prior to the close of business on the Expiration Date, subject to the provisions hereof and of the Plan.

Notwithstanding the foregoing, in the event of a Sale Event (as defined in the Plan), this Stock Option shall be deemed vested and exercisable upon the date on which the Optionee's service relationship with the Company and any subsidiary or successor entity, as the case may be, ends if the end of such service relationship occurs within 12 months after such Sale Event or 90 days prior to such Sale Event.

2. Manner of Exercise .

(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the Administrator; (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or (v) a combination of (i), (ii), (iii) and (iv) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

3. Termination as Director. If the Optionee ceases to be a Director of the Company, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's service as a Director terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of death shall terminate immediately and be of no further force or effect.

(b) Other Termination. If the Optionee ceases to be a Director for any reason other than the Optionee's death, any portion of this Stock Option outstanding on such date may be exercised, to the extent exercisable on the date the Optionee ceased to be a Director, for a period of six months from the date the Optionee ceased to be a Director or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date the Optionee ceases to be a Director shall terminate immediately and be of no further force or effect.

The Administrator's determination of the reason for termination of the Optionee's service as a Director shall be conclusive and binding on the Optionee and his or her representatives or legatees.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. No Obligation to Continue as a Director. Neither the Plan nor this Stock Option confers upon the Optionee any rights with respect to continuance as a Director.

7. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

8. Data Privacy Consent . In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

9. Notices . Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

HUBSPOT, INC.

By: _____

Title: _____

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: _____

_____

Optionee's Signature

Optionee's name and address:

_____

_____

RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR NON-EMPLOYEE DIRECTORS
UNDER THE HUBSPOT, INC.
2014 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee: _____

No. of Restricted Stock Units: _____

Grant Date: _____

Vesting Commencement Date: _____

Pursuant to the HubSpot, Inc. 2014 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), HubSpot, Inc. (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Common Stock, par value $0.001 per share (the "Stock") of the Company.

1. Restrictions on Transfer of Award . This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units . Except as set forth below, and subject to the discretion of the Administrator (as defined in Section 2 of the Plan) to accelerate the vesting schedule hereunder, the restrictions and conditions of Paragraph 1 of this Agreement shall lapse and such Restricted Stock Units shall vest on [ ]. The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

Notwithstanding the foregoing, in the event of a Sale Event (as defined in the Plan), the Restricted Stock Units shall be deemed vested and nonforfeitable upon the date on which the Grantee's service relationship with the Company and any subsidiary or successor entity, as the case may be, ends if the end of such service relationship occurs within 12 months after such Sale Event or 90 days prior to such Sale Event.

3. Termination of Service . If the Grantee's service with the Company and its Subsidiaries terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

4. Issuance of Shares of Stock. As soon as practicable following each vesting date specified in Paragraph 2 (each such date, a "Vesting Date") (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

7. No Obligation to Continue as a Director. Neither the Plan nor this Award confers upon the Grantee any rights with respect to continuance as a Director.

8. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

9. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

10. Notices . Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

HUBSPOT, INC.

By: _____

Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated:

Grantee's Signature

Grantee's name and address:

_____

_____

RESTRICTED STOCK AWARD AGREEMENT
UNDER THE HUBSPOT, IN C .
2014 STOCK OPTION AND INCENTIVE PLAN

Name of Grantee: _____

No. of Shares: _____

Grant Date: _____

Vesting Commencement Date: _____

Pursuant to the HubSpot, Inc. 2014 Stock Option and Incentive Plan (the "Plan") as amended through the date hereof, HubSpot, Inc. (the "Company") hereby grants a Restricted Stock Award (an "Award") to the Grantee named above. Upon acceptance of this Award, the Grantee shall receive the number of shares of Common Stock, par value $0.001 per share (the "Stock") of the Company specified above, subject to the restrictions and conditions set forth herein and in the Plan. The Company acknowledges the receipt from the Grantee of consideration with respect to the par value of the Stock in the form of cash, past or future services rendered to the Company by the Grantee or such other form of consideration as is acceptable to the Administrator.

1. Award . The shares of Restricted Stock awarded hereunder shall be issued and held by the Company's transfer agent in book entry form, and the Grantee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have all the rights of a stockholder with respect to such shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified in Paragraph 2 below. The Grantee shall (i) sign and deliver to the Company a copy of this Award Agreement and (ii) deliver to the Company a stock power endorsed in blank.

2. Restrictions and Conditions .

(a) Any book entries for the shares of Restricted Stock granted herein shall bear an appropriate legend, as determined by the Administrator in its sole discretion, to the effect that such shares are subject to restrictions as set forth herein and in the Plan.

(b) Shares of Restricted Stock granted herein may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of by the Grantee prior to vesting.

(c) If the Grantee's employment with the Company and its Subsidiaries is voluntarily or involuntarily terminated for any reason (including death) prior to vesting of shares of Restricted Stock granted herein (after giving effect to any accelerated vesting in Section 3 below), all shares of Restricted Stock shall immediately and automatically be forfeited and returned to the Company.

3. Vesting of Restricted Stock . The restrictions and conditions in Paragraph 2 of this Agreement shall lapse as to the Shares and such Shares shall vest [in [ ] installments] following the Vesting Commencement Date, provided that the Grantee remains an employee of the Company or a Subsidiary on such dates. Subsequent to such vesting date or dates, the shares of Stock on which all restrictions and conditions have lapsed shall no longer be deemed Restricted Stock. The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 3.

Notwithstanding the foregoing, in the event of a Sale Event (as defined in the Plan) in which this Award is continued or assumed by a successor to the Company, the Restricted Stock shall be deemed vested and exercisable upon the date on which the Grantee's employment or service relationship with the Company and any subsidiary or successor entity, as the case may be, terminates if such termination occurs (i) within 12 months after such Sale Event or 90 days prior to such Sale Event, and (ii) such termination is by the Company or any subsidiary or successor entity without Cause or by the Grantee for Good Reason.

The following definitions shall apply:

" *Cause* " shall mean (i) the Grantee's dishonest statements or acts with respect to the Company or any affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (ii) the Grantee's commission of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) the Grantee's failure to perform his assigned duties and responsibilities to the reasonable satisfaction of the Company which failure continues, in the reasonable judgment of the Company, after written notice given to the Grantee by the Company; (iv) the Grantee's gross negligence, willful misconduct or insubordination with respect to the Company or any Affiliate of the Company (including, but not limited to, any violation of the Company's code of conduct, insider trading, willful accounting improprieties or failure to cooperate with investigations); or (v) the Grantee's material violation of any provision of any agreement(s) between the Grantee and the Company relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

"Good Reason" shall mean (i) a material diminution in the Grantee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company or (ii) a change of more than 50 miles in the geographic location at which the Grantee provides services to the Company, so long as the Grantee provides notice to the Company within at least 90 days following the initial occurrence of any such event and the Company fails to cure such event within 30 days of such notice.

4. Dividends . Dividends on shares of Restricted Stock shall be paid currently to the Grantee.

5. Incorporation of Plan . Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Transferability . This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

7. Tax Withholding . The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. Except in the case where an election is made pursuant to Paragraph 8 below, the Company shall have the authority to cause the required minimum tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued or released by the transfer agent a number of shares of Stock with an aggregate Fair Market Value that would satisfy the minimum withholding amount due.

8. Election Under Section 83(b) . The Grantee and the Company hereby agree that the Grantee may, within 30 days following the Grant Date of this Award, file with the Internal Revenue Service and the Company an election under Section 83(b) of the Internal Revenue Code. In the event the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regard to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election.

9. No Obligation to Continue Employment . Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.

10. Integration . This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

11. Data Privacy Consent . In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

12. [Incorporation of Policy for Recoupment of Incentive Compensation. Notwithstanding anything herein to the contrary, this Restricted Stock Award shall be subject to and governed by all the terms and conditions of the Company's Policy for Recoupment of Incentive Compensation, including the powers of the Company to recoup incentive compensation stated therein.]

13. Notices . Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

HUBSPOT, INC.

By: _____

Title: _____

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: _____

_____
Grantee's Signature

Grantee's name and address:

_____

_____

_____

Exhibit 10.13

HUBSPOT, INC.

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

The purpose of this Director Compensation Policy of HubSpot, Inc. (the " **Company** "), is to provide a total compensation package that enables the Company to attract and retain, on a long-term basis, high-caliber directors who are not employees or officers of the Company or its subsidiaries. In furtherance of the purpose stated above, all non-employee directors shall be paid compensation for services provided to the Company as set forth below:

Cash Retainers

Annual Retainer for Board Membership : $33,500 for general availability and participation in meetings and conference calls of the Board of Directors, to be paid quarterly in advance.

Annual Retainer for Lead Independent Director : $17,800 to be paid quarterly, in advance.

Additional Retainers for Committee Membership to be paid quarterly, in advance:

Audit Committee Chairperson:	$	20,000
Audit Committee member:	$	10,000
Compensation Committee Chairperson:	$	15,000
Compensation Committee member:	$	7,500
Nominating and Corporate Governance Committee Chairperson:	$	8,500
Nominating and Corporate Governance Committee member:	$	4,000

Note: Chairperson retainers are in addition to member retainers. No equity retainers shall be paid as compensation for committee membership.

Directors shall be entitled to retain any retainer fees paid in advance with respect to the quarter in which he or she ceases to be a director or ceases to serve on a committee, as committee chair or as Lead Independent Director.

Equity Retainers

Annual equity grants : Each non-employee member of the Board will receive an annual equity grant (the " **Annual Grant** ") following the annual meeting of stockholders of $200,000 of equity awards in the form of stock options and/or restricted stock units, as determined by the Compensation Committee of the Board, that vest upon the first anniversary of such grant date (or, if earlier, immediately prior to the annual meeting of stockholders that is closest to the one year anniversary) , provided, however, that all vesting ceases if the director resigns from the Board of Directors or otherwise ceases to serve as a director, unless the Board of Directors determines that the circumstances warrant continuation of vesting. The number of shares issued in connection with the Annual Grant shall be based on the 30 trading day trailing average NYSE stock price as of market close on the date of grant and in the case of options, shall be based on the 30 trading day trailing average fair value (Black-Scholes value) as of the date of grant. Newly elected non-employee directors will receive a pro-rated equity grant in connection with their appointment or election to the Board.

Acceleration of Equity Awards : All unvested equity awards held by non-employee directors will accelerate and immediately vest if the non-employee director's service relationship ends within three months prior to or twelve months following a Sale Event (as defined in the Company's 2014 Stock Option and Incentive Plan).

Directors Affiliated with Company Investors : Directors affiliated with an investor in the Company ("Investor Directors") that holds one perce nt or more of our capital stock are not eligible to receive cash retainer fees or equity compensation under this policy. Directors affiliated with an investor who falls below the 1% threshold will become eligible to receive cash retainer fees beginning in the calendar quarter following the date in which the Company is notified that such investors' holdings have fallen below 1% and will become eligible to receive an annual equity grant at the next annual meeting following such date .

Expenses

The Company will reimburse all reasonable out-of-pocket expenses incurred by non-employee directors in attending meetings of the Board or any Committee.

Effective Date: January 1, 2019

ADOPTED: January 29, 2019

Exhibit 21.1

Subsidiaries of HubSpot, Inc.

Name of Subsidiary	Jurisdiction of Incorporation or Organization
HubSpot Asia Pte. Ltd.	Singapore
HubSpot Australia Pty Ltd	Australia
HubSpot Canada Inc.	Canada
HubSpot France S.A.S.	France
HubSpot Germany GmbH	Germany
HubSpot Ireland Limited	Ireland
HubSpot Japan K.K.	Japan
HubSpot Latin America S.A.S.	Colombia
HubSpot Sweden, a filial of HubSpot Ireland Limited	Sweden
HubSpot UK Holdings Limited	United Kingdom

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-223018, 333-216104, 333-209689, 333-202532, and 333-199225) of HubSpot, Inc. of our report dated February 12, 2019 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Boston, Massachusetts
February 12, 2019

EXHIBIT 31.1

Certification of Chief Executive Officer
Pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
As Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Brian Halligan, certify that:

1. I have reviewed this annual report on Form 10-K of HubSpot, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2019

/s/ Brian Halligan
Brian Halligan
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

Certification of Chief Financial Officer
Pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
As Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Kate Bueker, certify that:

1. I have reviewed this annual report on Form 10-K of HubSpot, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2019

/s/ Kate Bueker
Kate Bueker
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

Certifications of Chief Executive Officer and Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, Brian Halligan, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report on Form 10-K of HubSpot, Inc. for the period ended December 31, 2018 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of HubSpot, Inc.

/s/ Brian Halligan
Brian Halligan
Chief Executive Officer
(Principal Executive Officer)
February 12, 2019

I, Kate Bueker, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report on Form 10-K of HubSpot, Inc. for the period ended December 31, 2018 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of HubSpot, Inc.

/s/ Kate Bueker
Kate Bueker
Chief Financial Officer
(Principal Financial Officer)
February 12, 2019

The foregoing certifications are not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), and are not to be incorporated by reference into any filing of HubSpot, Inc. under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing.